



## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels  
Governor

Thomas W. Easterly  
Commissioner

IDEM Office of Land Quality - Fillroom Stamp	
VRP Project Name: <u>Michigan Plaza</u>	VRP#: <u>6061202</u>
Description: <u>VRA letters</u>	File Code: <u>200</u>
Confidential? <u>Yes</u>	
Deliberative? <u>Yes</u>	<u>4 Apr</u> 25, 2007
	<u>X</u> No

100 North Senate Avenue  
Indianapolis, Indiana 46204  
(317) 232-8603  
(800) 451-6027  
[www.IN.gov/idcm](http://www.IN.gov/idcm)

Mr. John Mundell  
Mundell & Associates, Inc.  
429 East Vermont Street, Suite 200  
Indianapolis, IN 46202

Re: Voluntary Remediation Agreement  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana  
VRP #6061202

Dear Mr. Mundell:

Please find enclosed a copy of the Voluntary Remediation Agreement (VRA) for the Michigan Plaza site in Indianapolis, Indiana. The VRA has been signed by the Deputy Assistant Commissioner of the Office of Land Quality.

IDEM is prepared to begin review of any site related documents associated with the implementation of the VRA. Please refer to IDEM's Technical Resource Guidance Document, which provides information on how to use the IDEM Risk Integrated System of Closure within the authority of IDEM's remediation programs. Documents should be prepared in accordance with the general report outline formats provided in Appendix 1 of IDEM's RISC User's Guide. Close adherence with this reporting format will expedite IDEM's review of reports submitted for this project. Both the RISC Technical Resource Guide and User's Guide are available online at <http://www.in.gov/idem/programs/land/risc/index.html>.

Please be advised that Section VII of the VRA requires that a Remediation Work Plan be submitted for review within 180 days of the execution date of the document.

If you have any questions please contact me at (317) 233-2991, 1-800-451-6027, or by e-mail at [ebrittai@idem.in.gov](mailto:ebrittai@idem.in.gov).

Sincerely,

*Erin Brittain*

Erin Brittain, Project Manager  
Voluntary Remediation Program  
Office of Land Quality

Enclosure: Voluntary Remediation Agreement

cc: Richard Harris, VRP Section Chief

**COPY**





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April 25, 2007

The Honorable Bart Peterson  
Mayor of the City of Indianapolis  
2501 City-County Building  
200 East Washington Street  
Indianapolis, IN 46204

Re: Voluntary Remediation Project  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana  
VRP #6061202

Dear Mayor Peterson:

In an effort to communicate to your office information which may be of interest, this office is notifying you that IDEM's Voluntary Remediation Program (VRP) has accepted an application for a voluntary remediation project in your city. The site is known as the Michigan Plaza site and is located at 3801-3823 West Michigan Street, Indianapolis, Indiana.

A copy of the application, and all information currently available, is available for public review at the IDEM combined file room located at:

Indiana Department of Environmental Management  
Office of Land Quality File Room  
100 North Senate Avenue, 12th floor  
Indianapolis, Indiana 46206-6015

If you have any questions, please contact me at (317) 233-2991, (800) 451-6027, or at [ebrittai@idem.in.gov](mailto:ebrittai@idem.in.gov). You may also contact me in writing at:

Erin Brittain, Project Manager  
IDEM Voluntary Remediation Program  
MC66-30V IGCN 1101  
Indianapolis, Indiana 46204-2251

Sincerely,

Erin Brittain, Project Manager  
Voluntary Remediation Program  
Office of Land Quality





## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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Indianapolis, Indiana 46204  
(317) 232-8603  
(800) 451-6027  
www.IN.gov/idem

April 25, 2007

Dr. Virginia Caine  
Marion County Health Department  
3838 North Rural Street  
Indianapolis, IN 46205

Re: Voluntary Remediation Project  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana  
VRP #6061202

Dear Dr. Caine:

In an effort to communicate to your office information which may be of interest, this office is notifying you that IDEM's Voluntary Remediation Program (VRP) has accepted an application for a voluntary remediation project in your county. The site is known as the Michigan Plaza site and is located at 3801-3823 West Michigan Street, Indianapolis, Indiana.

A copy of the application, and all information currently available, is available for public review at the IDEM combined file room located at:

Indiana Department of Environmental Management  
Office of Land Quality File Room  
100 North Senate Avenue, 12th floor  
Indianapolis, IN 46206-6015

If you have any questions, please contact me at (317) 233-2991, (800) 451-6027, or at [ebrittai@idem.in.gov](mailto:ebrittai@idem.in.gov). You may also contact me in writing at:

Erin Brittain  
IDEM Voluntary Remediation Program  
100 North Senate Avenue  
MC66-30V IGCN 1101  
Indianapolis, Indiana 46204-2251

Sincerely,

Erin Brittain, Project Manager  
Voluntary Remediation Program  
Office of Land Quality



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Governor

Thomas W. Easterly  
Commissioner

IDEM Office of Land Quality - Fileroom Stamp	
VRP Project Name: <u>Michigan Plaza</u>	File Code: <u>100</u>
VRP#: <u>6061202</u>	
Description: <u>Application acceptance</u>	
Confidential? <u>Yes</u>	<u>X</u> No
Deliberative? <u>Yes</u>	<u>X</u> No

100 North Senate Avenue  
Indianapolis, Indiana 46204  
(317) 232-8603  
(800) 451-6027  
www.IN.gov/idem

January 1, 2007

John Mundell  
Mundell & Associates, Inc.  
429 East Vermont Street, Suite 200  
Indianapolis, IN 46202

Re: Application Acceptance  
Michigan Plaza  
3801-3823 W. Michigan Street  
Indianapolis, Indiana  
VRP # 6061202

Dear Mr. Mundell:

The Indiana Department of Environmental Management (IDEM) has reviewed the application submitted by AIMCO Michigan Meadows Holdings LLC (AIMCO) to participate in the Voluntary Remediation Program (VRP) for the above referenced site. The VRP site identification number for this project is 6061202. Please reference this number in all future correspondence.

As you know, the Michigan Plaza site is currently under the oversight of IDEM's State Cleanup Program pursuant to IC 13-25-4. In previous meetings and correspondence with AIMCO, the State Cleanup Program identified further site investigation that is necessary to adequately characterize the nature and extent of the chlorocarbon contamination at the Michigan Plaza site. Specific details of the required investigation were provided to AIMCO in a comment letter from IDEM dated December 19, 2006.

IDEM is hereby approving AIMCO's application to participate in the VRP on the condition that AIMCO addresses the issues raised in IDEM's December 19, 2006 comment letter and pursue appropriate remedial responses. Please be aware that IDEM's expectations of AIMCO will be the same in the VRP as in the State Cleanup Program. Failure to adequately address the issues raised in the December 19<sup>th</sup> comment letter and provide appropriate remedial responses will result in the termination of AIMCO's participation in VRP and the referral of the Michigan Plaza project back to the State Cleanup Program for appropriate action.

The VRP will send you a Voluntary Remediation Agreement (VRA) for this site soon, which will include provisions requiring that all items in the December 19<sup>th</sup> comment letter be addressed as set forth in the letter. The VRA will also include an estimate of the VRP's estimated

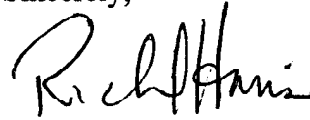
COPY



oversight cost for this project; AIMCO remains responsible for all costs incurred (whether or not yet invoiced) by IDEM prior to its acceptance into the VRP. Please note that VRP applications are treated by the Department as confidential until the VRA has been executed.

If you have any questions, feel free to contact me at (317) 234-0966. This VRP project has been assigned to Erin Brittain, who is also the project manager assigned to the Allison Plant 10/Genuine Parts VRP project. Erin can be reached at (317) 233-2991 or at [ebrittai@idem.in.gov](mailto:ebrittai@idem.in.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard Harris". The signature is fluid and cursive, with the first name "Richard" and last name "Harris" clearly distinguishable.

Richard Harris, Section Chief  
Voluntary Remediation Program  
Office of Land Quality

cc: Barb Lollar, IDEM  
Richard Harris, IDEM



**Voluntary Remediation Agreement  
Relating to Michigan Plaza**

AIMCO Michigan Meadows Holdings LLC )

Denver, CO )

Applicant )

Voluntary Remediation at: )

Michigan Plaza )

Indianapolis, IN 46202 )

IDEM Project #6061202 )

Proceeding under )

the Environmental )

Management Act )

(Indiana Code 13-25-5) )

IDEM Office of Land Quality - Fileroom Stamp	
VRP Project Name:	<u>Michigan Plaza</u>
VRP#:	<u>6061202</u> File Code: <u>200</u>
Description:	<u>VRA</u>
Confidential?	<u>Yes</u> <u>X</u> No
Deliberative?	<u>Yes</u> <u>X</u> No

## I. INTRODUCTION

1. The Indiana Department of Environmental Management ("IDEM"), by its Commissioner or his or her designee ("Commissioner"), and AIMCO Michigan Meadows Holdings LLC ("Applicant"), hereby enter into this Voluntary Remediation Agreement ("Agreement"), pursuant to IC § 13-25-5-8, for the purpose of remediating the release of hazardous substances or petroleum at Michigan Plaza, Indianapolis, Marion County, Indiana.

## II. JURISDICTION

2. This Agreement is entered into by and between Applicant and IDEM, by its Commissioner, pursuant to IC § 13-25-5-8, hereafter collectively referred to as the "Parties."

3. The Parties agree to the following terms and conditions concerning the completion of the investigation and remediation of hazardous substances and or petroleum at the Site, including the evaluation and implementation of the Voluntary Remediation Work Plan ("Remediation Work Plan"); Applicant also agrees to waive its rights to administrative and judicial review of the binding effect and enforceability of the Agreement and to not contest the jurisdiction of IDEM to enter into this Agreement. However, the Applicant reserves all rights it may have under common law, Indiana law, and federal law to seek contribution or indemnity from others not signatories to this Agreement.

4. By entering into this Agreement, the Applicant neither admits nor denies liability.



### III. STATEMENT OF ELIGIBILITY

5. The Commissioner has determined that the application submitted by Applicant is complete and that Applicant is eligible to participate in the Voluntary Remediation Program ("VRP") established under IC 13-25-5. However, Applicant's participation in the VRP is conditioned on the Applicant's satisfactory response to the issues raised in IDEM's letter of December 20, 2006, to Mr. Stephen Evanoff (a copy of which is incorporated herein and included as Attachment A), and upon an appropriate and timely response action to address hazardous substances at the site. If IDEM determines that Applicant is not taking appropriate or timely action, IDEM may terminate this agreement and Applicant's participation in the VRP. Neither the Commissioner's determination of eligibility nor the entry into this Agreement precludes any finding by the Commissioner at a later date that the Site poses an imminent and substantial threat to human health or the environment within the meaning of IC 13-25-5. In addition, if it is determined that Applicant withheld or misrepresented information that would be relevant to the Applicant's eligibility, IDEM may terminate this Agreement and Applicant's participation in the VRP.

6. If it is determined that Applicant is eligible for the Indiana Underground Petroleum Storage Tank Excess Liability Trust Fund (ELTF) pursuant to IC 13-23 and all applicable rules, Applicant may apply for reimbursement of the costs of the remediation required by this Agreement. However, Applicant expressly waives the right to claim reimbursement for costs paid to IDEM as Administrative Costs, as described in Section XIX, and for the application fee as provided in IC § 13-25-5-2. IDEM's approval of the Remediation Work Plan does not guarantee that the Applicant or the proposed remedial actions are eligible for reimbursement from the ELTF and does not constitute approval of costs under IC 13-23-9-2. Those sites that are eligible and intend to seek reimbursement from the ELTF are encouraged to consult with the ELTF Program prior to the implementation of the Remediation Work Plan to determine if the proposed remedial actions and RWP satisfies the reimbursement and reporting requirements as set forth under IC 13-23-8-4.

7. Applicant shall comply with all applicable Indiana and federal requirements for corrective action. For purposes of determining compliance with applicable Indiana and federal requirements for Leaking Underground Storage Tank ("LUST") remediation and for determining eligibility for the ELTF, IDEM will evaluate the Remediation Work Plan for consistency with guidance applicable to the LUST Program and ELTF. Applicant shall notify the IDEM Project Manager if this evaluation is desired.

### IV. PARTIES BOUND

8. This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, agents, successors, subsidiaries, and assigns, and upon IDEM, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute this Agreement and legally bind the Parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this Agreement unless Applicant or IDEM withdraws from this Agreement.



9. The Applicant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The Applicant shall provide a copy of this Agreement to all contractors, sub-contractors, laboratories, and consultants that are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement or within fourteen (14) days of the date of retaining their services.

#### V. DEFINITIONS

10. "Commissioner" shall mean the Commissioner of IDEM or her or his designee.
11. "Day" shall be defined as the 24-hour period from 12:00 A.M. up to but not including 12:00 A.M.
12. "Site" shall be used in the manner as defined by IC § 13-11-2-203(a) and includes the legal description of the facility located at 3801-3823 West Michigan Street, Indianapolis, Marion County, Indiana.
13. All other terms contained in this Agreement shall be used in the manner as defined by IC 13-11-2.

#### VI. STATEMENT OF PURPOSE

14. This Agreement sets forth the terms and conditions of Applicant's investigation and remediation of the Site, including the evaluation and implementation of a Remediation Work Plan to be proposed by the Applicant for the remediation of the release or threatened release of petroleum or hazardous substances from the Site.

15. The activities conducted by the Applicant under this Agreement are subject to approval by IDEM. Applicant shall satisfactorily address all issues raised in IDEM's December 20, 2006, comment letter and provide all necessary information for a Remediation Work Plan for the Site. The activities conducted by the Applicant shall be consistent with this Agreement (including Attachment A), all applicable laws and regulations, and appropriate guidance documents as described in Paragraph 16. Applicant shall employ sound scientific, engineering, and construction practices.

#### VII. WORK TO BE PERFORMED

16. All work to be performed by the Applicant pursuant to this Agreement shall be performed under the direction and supervision of qualified person(s) with expertise in hazardous substance or petroleum site investigation and remediation. This individual may or may not be designated by Applicant as Applicant's Project Manager in Paragraph 24. Prior to the initiation of Site work, at IDEM's request, the Applicant shall notify IDEM, in writing, regarding the name, title, and qualifications of such qualified person and of any contractors and/or subcontractors to be used in carrying out the terms of this Agreement. All work performed and all documents submitted shall be in accordance with all VRP guidance documents available and in effect as of the Effective Date of this Agreement, including IDEM's *Risk-Integrated System of Closure* non-rule policy document



(Waste-0046-NPD, 24 Ind. Reg. 1986 (2001)). The Applicant may supplement this guidance with guidance or other documents approved by VRP. Guidance documents identified in this Agreement are named for the convenience of the Applicant; the failure to specify a specific guidance document in this Agreement shall not be construed as a limitation on the applicability of a guidance document.

17. Applicant may, at Applicant's discretion, submit to IDEM an Investigation Work Plan detailing the investigation of the nature and extent of the contamination at the Site. The Investigation Work Plan, including the Investigation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 16.

(a) The Investigation Work Plan shall include the following project plans: (1) a quality assurance project plan; (2) a sampling and analysis plan; (3) a health and safety plan; (4) a schedule for implementation of all tasks set forth in the Investigation Work Plan; and (5) a data management plan.

(b) IDEM may require Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b).

(c) The Investigation Work Plan shall be subject to review and evaluation for technical sufficiency by IDEM within approximately sixty (60) days of receipt. IDEM's failure to act on the Investigation Work Plan shall not constitute IDEM's acceptance of the Investigation Work Plan. Acceptance of the Investigation Work Plan by the IDEM Project Manager shall not preclude IDEM from requiring further investigation before final approval of the Remediation Work Plan is given.

18. The Applicant shall submit a Remediation Work Plan not later than one hundred eighty (180) days after the date this Agreement is executed, or longer if an extension is agreed to by the Parties. If Applicant fails to submit the Remediation Work Plan within that period, the Agreement is voidable at the discretion of IDEM. If IDEM determines the Agreement is void, all protection provided under IC § 13-25-5-18(e) is extinguished. In the event this Agreement is voided, the Applicant shall remain responsible to IDEM under Section XIX (Administrative Costs). The Remediation Work Plan must specify the objectives for the remediation of hazardous substances and petroleum that are based on: background levels of hazardous substances and petroleum that occur naturally on the Site; or, an assessment of the risks posed by the hazardous substances and petroleum, taking into consideration the expected future use of the Site and measurable risks to human health, natural resources, or the environment. Risk based objectives shall be based on one of the following: 1) levels of hazardous substances and petroleum calculated by IDEM using standard equations and default values for that particular contaminant; 2) levels of hazardous substances and petroleum calculated using site specific data for the default values in IDEM's standard equations; or, 3) levels of hazardous substances and petroleum developed based on site specific risk assessments that take into account site specific factors. The Remediation Work Plan, including the Remediation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 16.

19. The Remediation Work Plan shall include: (1) a detailed description of the investigation conducted by the Applicant in preparing the Remediation Work Plan and a description



of the work performed by the Applicant to determine the nature and extent of the actual or threatened release; (2) a proposed statement of work to accomplish the remediation in accordance with guidelines established by the department; and (3) the following project plans: (a) a quality assurance project plan, (b) a sampling and analysis plan, (c) a health and safety plan, (d) a community relations plan, (e) a schedule for implementation of all tasks set forth in the Remediation Work Plan, and (f) a data management plan. The Remediation Work Plan shall specify the land use restrictions assumed in developing the Remediation Work Plan and shall identify the institutional, engineering, or other controls that will be used to restrict land use at the Site. The community relations plan shall be consistent with the *Voluntary Remediation Program Community Relations Plan* non-rule policy document, (WASTE-0049-NPD, 24 Ind. Reg. 2598 (2001)).

20. IDEM may request Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b). The Applicant may comply with the request or withdraw the proposed plan from consideration.

21. The Remediation Work Plan shall be subject to review and evaluation by IDEM pursuant to IC § 13-25-5-9(a) for approximately sixty (60) days after receipt of the Remediation Work Plan. IDEM's failure to act on the Remediation Work Plan shall not constitute IDEM's acceptance of the Remediation Work Plan. Additionally, IDEM may request the applicant to supply additional information or corrected information pursuant to IC § 13-25-5-9(b). This time period shall not include the time required for public comment under IC § 13-25-5-11.

22. The Commissioner shall make a determination concerning the approval, modification and approval, or rejection of the Remediation Work Plan following the 30-day public comment period provided for in IC13-25-5-11.

23. If the Applicant desires to proceed with the implementation of the approved Remediation Work Plan, the Applicant must notify IDEM in writing not more than sixty (60) days after the Remediation Work Plan is approved. After providing such notice, the Applicant shall initiate the work detailed in the Remediation Work Plan according to the schedule as set forth in the Remediation Work Plan. Upon IDEM's receipt of notice that the Applicant intends to proceed, the fully approved Remediation Work Plan shall be deemed incorporated into and made an enforceable part of this Agreement.

#### VIII. ADDRESSES FOR ALL CORRESPONDENCE

24. Documents, including reports, approvals, notifications, disapprovals, and other correspondence, to be submitted under this Agreement, may be sent by U.S. First Class mail, hand delivery, overnight mail, or by courier service to the following addresses or to such addresses as the Applicant or IDEM may designate in writing.



Documents to be submitted to IDEM shall be sent to:

Ms. Erin Brittain, Project Manager  
Voluntary Remediation Program  
MC 66-30V IGCN 1101  
Indianapolis, Indiana 46204-2251  
(317) 233-2991

Documents to be submitted to the Applicant shall be sent to:

Mr. John Mundell  
Mundell & Associates, Inc.  
429 East Vermont Street, Suite 200  
Indianapolis, IN 46202

#### IX. COMPLIANCE WITH APPLICABLE LAWS

25. All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation, and Resource Conservation and Recovery Act regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances, or regulations, the Applicant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by IDEM.

26. As allowed by IC 13-25-4-26, a State or local permit may not be required for the part of a VRP cleanup that is conducted entirely at the site of the release or threatened release. If the Applicant wishes to utilize this permit waiver, Applicant shall identify in the Remediation Work Plan the specific permit(s) and applicable law(s) that the Applicant is seeking to be waived. Applicant agrees to satisfy all applicable requirements imposed upon any activity that would require a permit but for IC 13-25-4-26, unless otherwise authorized by IDEM in its discretion. If the Applicant undertakes an activity for which a permit is required without first obtaining a valid permit, the Applicant shall be subject to appropriate IDEM enforcement action notwithstanding IC 13-25-4-26, unless the Commissioner has approved a Remediation Work Plan that identifies the applicable permit requirements for that activity. Where it is determined that a permit is otherwise required under law, Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all necessary permits.

27. Nothing in IC 13-25-5 relieves Applicant of its obligations or responsibilities under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, including, but not limited to, the duty to meet any permit conditions, financial responsibility, closure, post-closure or corrective action, regardless of whether the Remediation Work Plan addressed the contaminants or property at issue.



28. Nothing in this Agreement, the Certificate of Completion, or the Covenant Not To Sue shall be construed to relieve the Applicant of any natural resource damage liability arising from contaminants, even if addressed by the Remediation Work Plan, including under the following authorities: 42 U.S.C. § 9601 *et seq.* (CERCLA), 33 U.S.C. § 2701 *et seq.*, IC § 13-25-4-8, or any common law theories of public trust doctrine in Indiana. Applicant agrees that the period from the Effective Date of this Agreement until the Agreement is terminated or satisfied shall toll all statutes of limitations applicable to the contaminants addressed by the Remediation Work Plan.

29. A Certificate of Completion and Covenant Not To Sue issued under Section XXV (Termination and Satisfaction) shall not release Applicant from liability for claims for natural resources damages. Applicant may devise and carry out a plan for restoration, rehabilitation, replacement, or acquisition of equivalent natural resources or pay to the State the value of the natural resources, as determined by the Natural Resource Trustees. The plan may be developed and implemented as part of the Remediation Work Plan. If Applicant wishes to address natural resource damages in the Remediation Work Plan, Applicant shall so indicate in the notice to the State and Federal Natural Resources Trustees per Section X (Interagency Coordination).

30. After receiving notice of Applicant's desire to address natural resource damages, the Natural Resources Trustees may perform a pre-assessment screen for injury to, destruction of, or loss of natural resources. The Applicant expressly agrees to reimburse IDEM for any and all costs incurred by either IDEM or the Indiana Department of Natural Resources in performing the pre-assessment screen. The Applicant will perform the assessment of damages based on the pre-assessment screen. This Agreement and the Covenant Not To Sue issued hereunder do not alter the liability of Applicant or any other person to the federal government for claims of natural resource damages under any federal law.

#### X. INTERAGENCY COORDINATION

31. The following agencies may have an interest in the Remediation Work Plan because of concurrent jurisdiction over the Site:

1. Indiana Department of Natural Resources  
Executive Office Room 256  
402 W. Washington, Indianapolis, IN 46204  
Attn: John M. Davis  
Phone: (317) 232-4025  
Fax: (317) 233-4579
2. Indiana State Department of Health  
Epidemiology Resource Center  
3-D  
2 N. Meridian St.  
Indianapolis, IN 46204



3. Department of Homeland Security  
Fire Code Enforcement, Fire & Building Safety  
Rm E-241  
402 W. Washington St.  
Indianapolis, IN 46204  
Phone: (317) 232-2222  
Fax: (317) 233-0307
4. U.S. Department of Interior  
Fish & Wildlife Service  
Bloomington Ecological Services Field Office  
620 South Walker Street  
Bloomington, Indiana 47403-2102  
Telephone: (812) 334-4261  
Fax: (812) 334-4273

32. The Applicant shall provide notice to these agencies of the submission of the Remediation Work Plan by sending them a copy of the Remediation Work Plan Executive Summary, a Site map, and the names of the Project Managers for IDEM and Applicant. Any of the above named agencies that wish to review the Remediation Work Plan shall be given an opportunity by IDEM to comment during the time that IDEM is reviewing the Remediation Work Plan. IDEM shall consider any comments from state agencies that are received at least thirty (30) days prior to the deadline established in this Agreement for approval or rejection of the Remediation Work Plan. If Applicant wishes to address natural resource damages in the Remediation Work Plan, Applicant shall so notify the State and Federal Natural Resources Trustees within thirty (30) days of the Effective Date of this Agreement.

#### XI. DESIGNATED PROJECT MANAGER

33. On or before the Effective Date of this Agreement, IDEM and the Applicant shall each designate a Project Manager. Each Project Manager shall be responsible for overseeing the implementation of this Agreement. The IDEM Project Manager will be the designated IDEM representative at the Site. To the maximum extent possible, communications between the Applicant and IDEM and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. During implementation of this Agreement, the Project Managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each Party has the right to change its respective Project Manager, which Party shall notify the other Party of the change in writing and in a timely fashion.

34. The IDEM Project Manager shall have the authority to halt, conduct, or direct any work required by this Agreement and/or any response actions or portions thereof if Site conditions present an imminent and substantial threat to human health or the environment. In the event that the IDEM Project Manager halts work pursuant to this paragraph, the schedule of work described in the Remediation Work Plan and this Agreement shall be modified accordingly, or IDEM may withdraw its approval of the Remediation Work Plan pursuant to Section XVIII (Reservation of Rights).



35. The absence of the Applicant's or IDEM's Project Manager from the Site shall not be cause for the stoppage of work. The Applicant's Project Manager or his or her supervisor shall reasonably be available by telephone while work is being performed at the Site. The Applicant's Project Manager shall designate a person to be in charge who will be available at the Site when work is being performed at the Site.

## XII. QUALITY ASSURANCE

36. The Applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with the Quality Assurance Project Plan approved for use by IDEM throughout any sample collection and analysis activities under this Agreement, unless IDEM agrees otherwise.

37. Applicant shall provide the IDEM Project Manager with reasonable advance notice of all sampling and analysis as detailed in the Investigation or Remediation Work Plans. IDEM requires the presence of an IDEM representative during any sampling that the Applicant uses as confirmation sampling. To provide quality assurance and maintain quality control, the Applicant shall do each of the following.

(a) Applicant shall allow IDEM personnel and/or IDEM authorized representatives reasonable access to laboratories and personnel utilized by the Applicant for analyses.

(b) Applicant shall ensure that all sampling and analyses are performed according to U.S. EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by IDEM.

(c) Applicant shall ensure that any laboratories used by the Applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with U.S. EPA guidance documents. As part of such a program, and upon request by IDEM, such laboratories shall perform analyses of samples provided by IDEM to demonstrate the quality of analytical data for each such laboratory.

(d) Applicant shall perform confirmatory sampling for all contaminants and all media for which a Certificate of Completion and Covenant Not To Sue are sought. Applicant shall specify in the Remediation Work Plan the means of taking confirmatory samples and notify IDEM personnel a minimum of fourteen (14) days prior to taking confirmatory samples.

38. IDEM reserves the right to reject any data not gathered consistent with the requirements of this section and Section XIII (Sampling and Data/Document Availability) and to require that the Applicant utilize a different laboratory.

## XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

39. The Applicant shall, upon request, make the results of all sampling, including raw data, and/or tests or other data generated by the Applicant, or on the Applicant's behalf, available to



IDEM. IDEM will make available to the Applicant the quality assured results of sampling and/or tests or other data similarly generated by IDEM.

40. At the request of IDEM, the Applicant shall provide to IDEM (and/or its authorized representative) splits or duplicates of any samples collected by the Applicant pursuant to the implementation of this Agreement. At the request of the Applicant, IDEM (or its authorized representative) shall provide split or duplicate samples to the Applicant of any samples collected by IDEM and/or its authorized representative pursuant to the implementation of this Agreement. Each Party shall notify the other in advance of any sample collection activity.

#### XIV. ACCESS

41. To the extent that the Site or other areas where work is to be performed hereunder are presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain access agreements from the present owners. Such agreements shall provide access for IDEM and authorized representatives of IDEM, as specified below. In the event that access to the Site is not obtained, the Applicant shall so notify IDEM, which may at its discretion assist the Applicant in gaining access. IDEM may modify or terminate this Agreement and Applicant's participation in the VRP should the Applicant's inability to gain access (or subsequent loss of access) to the Site or other areas materially affect the Applicant's ability to perform the work required herein.

42. The Applicant shall provide authorized representatives of IDEM access to the Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to: inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Applicant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as IDEM may deem necessary; using a camera, sound recording, or other documentary equipment for field activities; and, verifying the data submitted to IDEM by the Applicant hereunder. The Applicant shall permit IDEM's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Applicant exercises control. All persons with access to the Site pursuant to this Agreement shall comply with the approved Health and Safety Plan and established health and safety protocols.

43. Nothing herein shall be construed as restricting the inspection or access authority of IDEM under any law or regulation. Furthermore, nothing herein shall be construed as restricting the authority of IDEM to abate any pollution or contamination at the Site.

#### XV. RECORD PRESERVATION

44. The Applicant agrees to preserve, during the pendency of this Agreement and for a minimum of six (6) years after its termination, all records and documents in the Applicant's possession or in the possession of its employees, agents, accountants, contractors, which relate in any way to the subject matters covered by this Agreement. Upon request by IDEM, the Applicant shall make available to IDEM such records or copies of any such records. After this six (6) year period, the Applicant shall notify IDEM in writing thirty (30) days prior to the destruction of any such



documents. At that time, if IDEM requests that some or all documents be preserved for a longer period of time, the Applicant shall provide IDEM with the documents that IDEM wishes to preserve.

45. Applicant may assert a confidentiality claim with respect to any or all of the information requested or submitted pursuant to this Agreement, pursuant to applicable laws and rules including IC 13-14-11, IC 5-14-3, and 329 IAC 6.1-3. Applicant shall adequately substantiate any assertion of confidentiality when the assertion is made. Information determined to be confidential by IDEM shall be disclosed only to the extent permitted by law. If no such confidentiality claim accompanies the information when it is submitted to IDEM, it may be made available to the public by IDEM without further notice to the Applicant. Applicant agrees not to assert any confidentiality claim with regard to any physical or analytical data.

#### XVI. DISPUTE RESOLUTION

46. This Section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted.

47. The Parties shall use their best efforts, in good faith, to resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the Parties are unable to resolve informally, the Applicant may present written notice of such dispute to IDEM and set forth specific points of dispute and the position of the Applicant. This written notice shall be submitted no later than five (5) business days after the Applicant discovers the Project Managers are unable to resolve the dispute. The Applicant's Project Manager will notify IDEM's Project Manager immediately by phone or other appropriate method of communication, prior to written notice, when s/he believes the Parties are unable to resolve a dispute.

48. Within ten (10) business days of receipt of such a written notice, IDEM shall provide a written response to the Applicant setting forth its position and the basis therefor. During the five (5) business days following the receipt of the response, the Parties shall attempt to negotiate in good faith a resolution of their differences.

49. Following the expiration of the time periods described in the immediately preceding paragraph, if IDEM concurs with the position of the Applicant, the Applicant shall be notified in writing. This Agreement and the Remediation Work Plan shall be modified to include any necessary extensions of time or variances of work. If IDEM does not concur with the position of the Applicant, IDEM, through the Commissioner, shall make a determination regarding the dispute, based upon and consistent with the terms of this Agreement, and shall provide written determination of such resolution to the Applicant. In the event that such determination is not acceptable to either Party, either Party may submit the dispute to an impartial third party for mediation in the following manner:

(a) The Parties shall select a mediator from the Indiana Supreme Court's approved list of mediators as established by the Indiana Rules of Alternative Dispute Resolution (ADR Rules) within five (5) business days of Applicant's receipt of the Commissioner's determination. In the event such a list does not exist or does not contain mediators that the Parties agree are qualified to mediate environmental disputes, the Parties shall use a mutually acceptable list and select a mediator within five (5) business days of compilation of such



other mutually acceptable list. In addition to the qualifications required by the ADR Rules, the mediator shall have experience in environmental issues.

(b) The dispute shall be initially submitted to the mediator via a written request for dispute resolution through mediation; the written request shall be issued within ten (10) business days after notification of the Parties of IDEM's final determination of the dispute, as provided by Paragraph 49 of this Section (Dispute Resolution). The request for assistance shall include the written determination of the Commissioner issued pursuant to Paragraph 49 and the documents specified in Paragraphs 47 and 48 of this Section (Dispute Resolution). A copy of the written request shall be delivered to the other Parties at the time the request is made.

(c) The Party which submitted the dispute to mediation may make a written submission in support of its position to the mediator within ten (10) business days of the mediator's selection, and any other Party may make a written response in support of its position within seven (7) business days thereafter. The mediator shall immediately thereafter contact all Parties and determine the course of the mediation, including scheduling any meetings deemed necessary.

(d) The mediation process shall be conducted in accordance with ADR Rules in any aspect not covered by this Agreement.

(e) The mediator and the Parties shall proceed with reasonable promptness to resolve the dispute.

(f) All communications, whether oral or written, between the mediator and the Parties, shall be kept confidential in accordance with ADR Rule 2.12, and to the extent allowed under Indiana law.

(g) The cost of the mediator shall be included in the administrative costs paid by the Applicant. IDEM's costs of mediation shall be included in the administrative costs paid by the Applicant, except to the extent that the mediator determines that IDEM acted unreasonably. The Applicant shall pay the Applicant's costs of mediation.

50. If either Party determines or the mediator declares that the dispute cannot be resolved through the mediation process, the Parties retain all rights under the Indiana Administrative Orders and Procedures Act, IC 4-21.5.

51. Until the dispute is resolved, any actions concerning that element of work in dispute shall be halted. The resolution of the dispute shall be incorporated into the Remediation Work Plan and made an enforceable part thereof. The time schedule for the work in dispute shall be extended by the amount of time needed for resolution. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the Remediation Work Plan.



52. Elements of work and any actions required as a result of such dispute resolution shall immediately be incorporated, if necessary, into the appropriate plan or procedure, and into this Agreement. The Applicant shall proceed with all remaining work according to the modified plan or procedure.

#### XVII. FORCE MAJEURE

53. The Applicant shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events that constitute a force majeure. For purposes of this Agreement, a force majeure is an event arising from circumstances beyond the reasonable control of the Applicant which delays performance of any obligations required by this Agreement. Increases of costs shall not be considered an event of force majeure.

54. The Applicant shall notify IDEM by calling IDEM's Project Manager within three (3) days and by writing no later than seven (7) days after any event that the Applicant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the Applicant to minimize the delay, and the timetable by which these measures will be implemented. The Applicant shall have the burden of demonstrating that the event is a force majeure. The Commissioner shall make the decision of whether an event is a force majeure. This decision shall be promptly communicated to Applicant.

55. If a delay is attributable to a force majeure as determined in this section, the time period for performance under this Agreement shall be extended by IDEM, in writing, by the amount of time that is attributable to the event constituting the force majeure.

#### XVIII. RESERVATION OF RIGHTS

56. IDEM and Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

57. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action, or demands, in law or in equity, that the Parties may have against any person, firm, partnership, or corporation, not a Party to this Agreement, for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any materials, hazardous substances, hazardous waste, contaminants, or pollutants at, to, or from the Site. The Parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not Parties to this Agreement, and as to each other for matters not covered in this Agreement.

58. The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than IDEM found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.



59. Pursuant to 42 U.S.C. § 9607(a)(4)(A), IC 13-25-4-23 and IC 13-25-5-18, the Parties agree that this Agreement constitutes an administrative settlement for purposes of 42 U.S.C. § 9613(f)(2), under which the Applicant, upon payment of all administrative costs due under the Agreement and the issuance of a Covenant Not to Sue, will have resolved liability it may have, to the extent provided in the Covenant Not to Sue, to the State. The Parties also agree that this Agreement constitutes an administrative settlement for purposes of 42 U.S.C. § 9613(f)(3)(B), under which the Applicant has resolved the liability it may have to the State to the extent provided in the Covenant Not to Sue.

60. IDEM reserves the right to bring an action, including an administrative action, against Applicant for any violations of statutes or regulations except for the specific violations or releases that are being remediated in the Remediation Work Plan.

61. Pursuant to IC 13-25-5, IDEM may withdraw its approval of the Remediation Work Plan at any time during the implementation of the Remediation Work Plan if:

- (a) IDEM determines that the Applicant has failed to substantially comply with the terms and conditions of this Agreement or the Remediation Work Plan;
- (b) the Applicant declines to implement the Remediation Work Plan after being notified of its approval by IDEM; or
- (c) IDEM determines that a hazardous substance or petroleum has become an imminent or substantial threat to human health or the environment.

Upon withdrawal of its approval, this Agreement shall be terminated and IDEM reserves the right to bring any action to enforce any statute or regulation under Title 13 of the Indiana Code, including an action regarding the violations or releases that were the subject of this Agreement.

62. IDEM acknowledges that, pursuant to IC § 13-25-5-20(b), Applicant, upon receipt of the Certificate of Completion, is not liable for claims for contribution concerning matters addressed in the Remediation Work Plan or the Certificate of Completion.

#### XIX. ADMINISTRATIVE COSTS

63. Applicant agrees to reimburse IDEM for all of its Administrative Costs associated with implementation of this Agreement. Administrative Costs may include, but are not limited to, costs for compliance monitoring (such as the collection and analysis of split or duplicate samples, inspection of Applicant's activities, and Site visits), discussions regarding disputes that may arise as a result of this Agreement, review and approval or disapproval of reports, and the costs of dispute resolution as provided in Section XVI (Dispute Resolution). Attachment B contains an itemized list of estimated Administrative Costs that IDEM expects to incur under this Agreement. This estimate does not bind IDEM to a maximum cost that IDEM is entitled to bill the Applicant under this Agreement.



64. IDEM shall routinely send an accounting of IDEM's Administrative Costs to Applicant. The accounting shall itemize all Administrative Costs incurred by IDEM. Applicant shall pay these Administrative Costs within thirty (30) days of receipt of the accounting. Interest shall accrue at a rate of one half percent (1/2 %) per month of delinquency. Applicant understands that IDEM may incur Administrative Costs after this Agreement is satisfied. IDEM may issue the Certificate of Completion and Covenant Not To Sue before IDEM has accounted for all Administrative Costs. Therefore, Applicant further understands that the Applicant may receive bills after the Certificate of Completion and the Covenant Not To Sue have been issued.

65. Checks shall be made payable to the Voluntary Remediation Fund and be mailed, along with a transmittal letter stating the Site name, number, and address, to the Indiana Department of Environmental Management; Attention: Cashier; 100 North Senate Avenue, Mail Code 50-10C; Indianapolis, Indiana 46204. In addition, a copy of the check and transmittal letter shall be mailed to IDEM Project Manager.

66. Administrative Costs include all costs of IDEM's oversight of this Agreement and the work contemplated herein. Administrative Costs for salary, benefits and indirect costs of IDEM personnel shall be calculated at a rate of \$65 (sixty-five dollars) per hour or fractional rate thereof. As authorized by IC § 13-25-5-8(a), IDEM considers this rate to be reasonable and necessary for the effective and efficient implementation of the Voluntary Remediation Program and to ensure that IDEM meets its obligations and all other expenses. Administrative Costs shall also include the actual costs of IDEM's expenses including, but not limited to, copying of documents, travel, laboratory or sampling costs, and retention of a qualified person to oversee the Applicant's work under this Agreement and review of the Remediation Work Plan and other documentation. IDEM will not issue the Certificate of Completion or the Covenant Not To Sue before the payment of any Administrative Costs that are due and payable. Costs incurred prior to and after satisfaction of this Agreement must be paid regardless of the issuance of the Certificate of Completion and the Covenant Not To Sue.

67. In the event that this Agreement is terminated for any reason, Applicant agrees to reimburse IDEM for all of its Administrative Costs incurred to the time of termination. IDEM agrees to reimburse Applicant any unused portion of the application fee in accordance with IC § 13-25-5-8(b)(2).

## XX. COMMUNITY RELATIONS

68. In addition to performing the requirements specified in the Community Relations Plan in the Applicant's Remediation Work Plan, the Applicant shall cooperate with IDEM in providing information about the Remediation Work Plan to the public. IDEM will give the Applicant reasonable advance notice of and may require the Applicant's or its agent's attendance at any such public meetings it may hold or sponsor at times and locations which are agreed upon by IDEM and the Applicant.

69. Before the Commissioner may approve or disapprove the Remediation Work Plan, the Commissioner shall provide thirty (30) days for public comment pursuant to IC § 13-25-5-11.



70. IDEM shall maintain a public information file containing the Remediation Work Plan during the thirty (30) day Public Comment period at a public repository near the Site. Applicant shall provide the location of a suitable public repository in accordance with applicable guidance.

#### XXI. NOTICE OF BANKRUPTCY OR DEATH

71. As soon as Applicant has knowledge of its intention to file bankruptcy or no later than seven (7) days after the actual filing of a voluntary or involuntary bankruptcy petition, Applicant shall notify IDEM of the filing of a bankruptcy petition. If an Applicant dies, as soon as a personal representative of a deceased Applicant's estate becomes aware of this VRP project, the personal representative shall notify IDEM of the probate of the estate. IDEM shall be notified as a creditor of the bankruptcy and/or estate. IDEM's claim may be a contingent claim, in whole or in part, as there may be oversight costs due after the closing of the bankruptcy and/or probate estate.

#### XXII. INDEMNIFICATION

72. The Applicant agrees to indemnify and hold the State of Indiana, its agencies, departments, agents, and employees, harmless from any and all claims or causes of action arising from, or on account of, acts or omissions of the Applicant, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Agreement.

#### XXIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

73. The Effective Date of this Agreement shall be the date on which the Commissioner signs this Agreement.

74. This Agreement may be amended by mutual agreement of IDEM and the Applicant. Amendments shall be in writing and shall be effective when signed by the Commissioner.

#### XXIV. EXTENSIONS OF TIME PERIODS

75. Any written response shall be deemed timely performed if hand delivered or postmarked by the last day of any time period prescribed herein. Whenever a Party has the right or an obligation to do some act or make some response within a prescribed period after the service of a notice by mail, three (3) days shall be added to the prescribed period.

76. Whenever any Party is called upon to respond or otherwise act in a certain number of days, and the final day occurs on a Saturday, Sunday or legal holiday (whether state or national), such time limitation shall automatically extend to the next business day after such Saturday, Sunday or legal holiday.

77. Any time periods specified in this Agreement may be extended only by agreement of the Parties.



## XXV. TERMINATION AND SATISFACTION

78. The provisions of this Agreement shall be satisfied when IDEM issues a Certificate of Completion to the Applicant. The Parties understand that IDEM will issue the Certificate of Completion to the Applicant only. Termination or satisfaction of this Agreement does not end the obligations found in Section XV (Record Preservation) and Section XIX (Administrative Costs). The Applicant shall continue to be responsible under Section XV (Record Preservation) and Section XIX (Administrative Costs) for the performance of the duties specified therein regardless of the termination or satisfaction of this Agreement.

79. In the event that Applicant fails to satisfactorily respond to IDEM's December 20, 2006, letter and to take appropriate and timely response action, IDEM reserves the right to terminate this Agreement and Applicant's participation in the VRP. In the event that IDEM terminates Applicant's participation in the VRP for any reason, all protection provided under IC § 13-25-5-18(e) is extinguished and IDEM may proceed under IC 13-25-4. In the event this Agreement is terminated, the Applicant shall remain responsible to IDEM under Section XIX (Administrative Costs) for costs incurred.

80. Nothing in this Agreement shall restrict the State of Indiana from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

81. After IDEM issues the Certificate of Completion, the Governor's Office shall provide Applicant with a Covenant Not To Sue pursuant to IC § 13-25-5-18. The Covenant Not To Sue shall contain a listing of the specific work and contaminants covered. The Parties understand that the Governor's Office will issue the Covenant Not To Sue to the Applicant only.

## XXVI. PRECEDENCE OF AGREEMENT

82. In the event that conflict arises among the terms and conditions of this Agreement or the approved Remediation Work Plan, this Agreement shall govern and the terms and conditions hereunder shall determine the Parties' rights and responsibilities.



IN WITNESS WHEREOF, the following hereby execute this Voluntary Remediation Agreement:

For the Applicant:

AIMCO Michigan Meadows Holdings LLC  
Applicant

\_\_\_\_\_  
Attorney for the Applicant (signature optional, please type)

By: [Signature] By: \_\_\_\_\_

Title: Vice President, Env., Health & Safety Title: \_\_\_\_\_

Date: April 5, 2007 Date: \_\_\_\_\_

For the Indiana Department of Environmental Management:

TECHNICAL RECOMMENDATION:

APPROVED FOR LEGALITY AND FORM:

By: [Signature]  
Richard Harris, Section Chief  
Voluntary Remediation Program

By: [Signature]  
Attorney  
Office of Legal Counsel

Date: 4/12/07

Date: 4/17/07

Approved and adopted by the Indiana Department of Environmental Management

this 20<sup>th</sup> day of April, 2007.

[Signature]  
Peggy Dorsey  
Deputy Assistant Commissioner  
Office of Land Quality



ATTACHMENT B  
NON-BINDING COST ESTIMATE  
IDEM SITE #: 6061202

Oversight of voluntary remediation at the Michigan Plaza site in Indianapolis, Indiana will be required. The following tasks and estimated costs are anticipated:

Review of Phase 2 Report & Revisions	\$ 3,120.00
Review of Remediation Work Plan & Revisions	\$ 5,200.00
Implementation Oversight	\$ 6,630.00
Review of Remediation Completion Report & Revisions	\$ 2,600.00

**Please note that IDEM split sampling costs are NOT included in these estimates**

Total: \$ 17,550.00

06/2005





## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We make Indiana a cleaner, healthier place to live.*

Mitchell E. Daniels, Jr.  
Governor

Thomas W. Easterly  
Commissioner

100 North Senate Avenue  
Indianapolis, Indiana 46204-2251  
(317) 232-8603  
(800) 451-6027  
www.IN.gov/idem

December 20, 2006

**VIA CERTIFIED MAIL 7005 1160 0001 2604 1170**

Mr. Stephen Evanoff, Vice President  
Safety & Environment  
AIMCO  
4582 S. Ulster Street Parkway, Suite 1100  
Denver, Colorado 80237

DEC 19 2006

Re: Further Site Investigation  
Michigan Plaza Shopping Center  
3801-3823 West Michigan Street  
Indianapolis, Marion County  
IDEM Site # 0000198

Dear Mr. Evanoff:

In accordance with Indiana Code (IC) 13-25-4, the Indiana Department of Environmental Management (IDEM) is requesting that AIMCO perform additional investigation to characterize the nature and extent of the chlorocarbon contamination at the above-referenced site. The purpose of this letter is to summarize our recent meetings in which we discussed the proposed further site investigation activities to characterize the soil and ground water contamination in the vicinity of the Michigan Plaza site. The first meeting was held on October 17, 2006 at the IDEM office. In the October 17, 2006 meeting, the IDEM State Cleanup Section project management duties were transferred from Gerald O'Callaghan to Kevin Houppert. At this meeting, IDEM identified and discussed with AIMCO representatives the concerns regarding vapor intrusion, the necessity for additional sewer investigation, extent of contamination, and the potential for plume co-mingling complications. A second meeting was held on December 14, 2006, also at the IDEM office. The four (4) issues previously discussed were revisited. John Mundell, of Mundell & Associates, Inc., was present in both meetings on behalf of AIMCO to discuss the technical approaches to resolving the issues.

On December 14, 2006, AIMCO submitted an application to enter this site into the IDEM Voluntary Remediation Program (VRP). The application is being processed at this time. As a condition for acceptance into the VRP, it is necessary to define the status of the site investigation and the expectations for project completion within the State Cleanup Program. These expectations will become part of the Voluntary Remediation Agreement (VRA) to enter into the VRP.

IDEM comments in this letter are made in reference to the report titled, "Further Site Investigation" (Mundell & Associates, Inc., December 1, 2006). This document was submitted following a previous report titled, "Further Site Characterization Report" (Mundell & Associates, Inc., May 10, 2006). For clarity, please use a sequential numbering in the report titles to identify the additional phase of further site investigation.



Page 2 of 3  
Mr. Evanoff  
December 20, 2006

IDEM's concern regarding vapor intrusion at the Michigan Plaza is currently being addressed. Four (4) vapor control systems were installed in late September, 2006. The IDEM site chemist recommended using the draft IDEM risk standards outlined in the IDEM Draft Vapor Intrusion Pilot Program Guidance (April 2006) for indoor air levels as guidance for protection of the public and the tenants. AIMCO and Mundell agreed.

Additional sewer investigation is necessary. The "Further Site Characterization Report" (Mundell, May 2006) determined that the sanitary sewer was a preferred pathway for chlorocarbon migration from the Accent Dry Cleaners location. All areas of the sewer that were investigated showed detections of chlorocarbons, including parent compounds of perchloroethylene (PCE) and trichloroethylene (TCE). Additional sewer investigation is necessary to determine the full extent of contamination in the sewer. In the meetings, Mundell proposed to advance four hydraulic push probe borings in areas along the up-gradient section of the sewer on Michigan Street and along the western drive of the Michigan Meadows Apartments. IDEM concurs with the approach.

The down-gradient extents of the contaminant source areas labeled Source Areas A, B, and C are unknown and will be further delineated by monitoring well installations. For Area A, Mundell proposed additional soil and ground water sampling by hydraulic push probes at the intersection of Cossell Road and Olin Avenue. A monitoring well installation location will be chosen after the information is processed. This is acceptable to IDEM.

In the area down-gradient from Area B, Mundell proposed three (3) additional monitoring wells, as illustrated in Figure 2C of the December 2006 Further Site Investigation. IDEM agrees with the proposal.

For Area C, Mundell proposed two (2) additional monitoring wells, located on the north side of Michigan Street and south of Building 1, to be used with monitoring wells KB168 and KB171. The proposed Area C wells are illustrated on Figure C2 of the December 2006 Further Site Investigation. The scope of additional monitoring wells and their locations are acceptable to IDEM. It is also acceptable to modify the proposed scope of work as the field investigation proceeds.

Plume co-mingling has been a contentious issue in the past. This site was discovered in the process of investigating the site to the north, known as the Allison Plant #10 site, located at 800 North Olin Avenue. The Allison Plant #10 site is the source area for a ground water plume of chlorocarbon daughter products ((primarily dichloroethylene (DCE) and vinyl chloride (VC)) that have migrated beneath and beyond the Michigan Plaza site. The chlorocarbon plumes from the Allison Plant #10 and the AIMCO sites have apparently co-mingled to an undefined extent. The Michigan Plaza site delineation depends partially on monitoring wells installed by Keramida Environmental, Inc. for the Genuine Parts Company, the responsible party for the Allison Plant #10 site. Provide a copy of an agreement allowing the shared use of monitoring wells between AIMCO and Genuine Parts. If such an agreement cannot be produced, it may be necessary to install additional monitoring wells to substitute for the dependence on the Keramida monitoring wells.

It is anticipated that the proposed aggressive remedial approaches for the Michigan Plaza site will effectively cause the breakdown of PCE and TCE. The daughter products (DCE and VC) are likely to be indistinguishable from the daughter products from the Allison Plant #10 source area. To avoid complications in the future, it is beneficial to all parties, private and regulatory, to define the partitioning of responsibilities for ground water remediation at this stage of planning. At the December 15, 2006 meeting, Mundell recommended reliance on monitoring wells in an area up-gradient relative to the



Page 3 of 3  
Mr. Evanoff  
December 20, 2006

Michigan Plaza to be used for future comparison of ground water quality data. When the Michigan Plaza source areas have been successfully remediated of parent products (PCE and TCE), the daughter product concentrations (DCE and VC) could be compared to the up-gradient DCE and VC concentrations. When the up-gradient DCE and VC concentrations exceed the down-gradient DCE and VC concentrations, and when the parent products are removed, it may be possible to make a determination that the up-gradient source is responsible for continuing concentrations of daughter products. The logic is sound and the approach is acceptable.

Finally, in addition to these four (4) concerns, there was also a discussion of the need to address the potential for ecological impact to the surface water and biota in Little Eagle Creek. The three (3) source areas and the associated ground water plumes are expected to naturally discharge into Little Eagle Creek. Mundell agreed to address this in the next report.

Please submit three (3) copies of the additional further site investigation report to IDEM within 45 days upon receipt of this letter. Failure to provide this information in a timely and complete manner may subject you to civil penalties, pursuant to IC 13-30-4-1. It is possible that this site may be enrolled in the VRP before the specified time has elapsed. If this occurs, please respond to the VRP project manager for further guidance.

If you have any questions or comments concerning this matter, please contact me at (317) 232-8552.

Respectfully,



Kevin Houppert  
State Cleanup Section  
Office of Land Quality

KLH:sb

cc: ~~Finley, IDEM OLQ Voluntary Remediation Program~~

Sarah Finley, IDEM OLQ Geological Services Section

Paul Giesting, IDEM OLQ Geological Services Section

Kristy McIntire, IDEM OLQ Chemistry Section

MichiganPlazaFSI-0000198-pm-121906



**CONFIDENTIAL****Voluntary Remediation Program Application**

Return  
Completed  
Application To:

Indiana Department of Environmental Management  
Cashier's Office IGCN-1340  
100 North Senate Avenue  
P.O. Box 7060  
Indianapolis, IN 46207-7060  
(317) 233-0604

Project Number. 6061202  
Account #: 2680-110000-421400

Pursuant to Indiana Code 13-25-5-2, this application to the Voluntary Remediation Program (VRP) will receive confidential treatment up until the Voluntary Remediation Agreement (VRA) is signed. Neither this application nor any information which comes from this application will be made available to the public until the VRA is signed. However, any material submitted to or generated by the VRP after the VRA is signed will be considered IDEM public record.

**Section 1 - VRP Project Information**

Voluntary Remediation Applicant  
(Name to appear on the Covenant Not To Sue)

Applicant's Billing Contact  
(If Same As Applicant, Please Mark Here (X))

Applicant Name:	AIMCO Michigan Meadows Holdings LLC	Owner Name:	
Mailing Address:	4582 South Ulster Street Pkwy, Suite 1100	Mailing Address:	
City, State, Zip:	Denver, CO 80237	City, State, Zip:	
Phone & Fax:	Phone: 303-691-4560	Phone & Fax:	
E-Mail:	Stephen.Evanoff@aimco.com	E-Mail:	

**VRP Project Name and Location**

Applicant's Technical Contact  
(All Correspondence Will Be Sent to Person Identified)

Facility Name:	Michigan Plaza	Company:	Mundell & Associates, Inc.
Mailing Address:	3801 - 3823 West Michigan Street	Contact Person:	John Mundell
City:	Indianapolis	Mailing Address:	429 East Vermont Street, Suite 200
Zip Code:	46202	City, State, Zip:	Indianapolis, IN 46202
County:	Marion	Phone & Fax:	(317)-630-9060 & (317)-630-9065
EPA ID Number:	NA	E-Mail:	jmundell@MundellAssociates.com

**Applicable Facility Standard Industry Code(s) & Description(s):**

SIC Number: 7216

Description: Establishment is a strip mall, with a former dry cleaner in one of the spaces.

\*Please provide information on an additional page if there are not enough spaces for entries.

**Anticipated Future Facility Use:**

- ☐ Residential  
☒ Non-Residential  
☐ Currently Undetermined

**Years of Current Facility Operation:**

46 Years (Current Operation) ☐ Unknown

46 Total years site has been in use (Current and historic)

**Current Site Status**

- ☐ Undergoing Property Transfer  
☐ Active Operations  
☐ Inactive Operations  
☐ Residential  
☒ Commercial/Industrial

IDEM Office of Land Quality - Fileroom Stamp	
VRP Project Name: <u>Michigan Plaza</u>	Official State Use Only
VRP#: <u>6061202</u>	Date Stamp: <u>100</u>
Description: <u>Application</u>	File Code: <u>100</u>
Confidential? <u>Yes</u>	<u>X</u> No
Debarred? <u>Yes</u>	<u>X</u> No



## Other IDEM Offices:

Does this site have a previous history with the Voluntary Remediation Program? ☐ Yes (if yes, please attach appropriate page from Section 4)☒ No

Is this application the result of a referral from, or under the jurisdiction of, another IDEM office?

☒ Yes (If yes, indicate which office.) ☐ No

- ☐ Brownfields Program
- ☐ RCRA / Corrective Action
- ☐ Emergency Response/ Remedial Response Program
- ☐ Leaking Underground Storage Tanks (LUST) / Underground Storage Tanks (UST)
- ☒ State Cleanup Section
- ☐ Office of Enforcement
- ☐ Office of Solid Waste (Landfills)
- ☐ Site Investigations (SI)
- ☐ Other Office: Office: \_\_\_\_\_ Incident# (if applicable) \_\_\_\_\_

IDEM Contact Name: \_\_\_\_\_ Mr. Jerry O'Callaghan \_\_\_\_\_ Phone #: \_\_\_\_\_ 317-233-1522 \_\_\_\_\_

\*If you checked any of the programs above, please attach appropriate pages from Section 3 in Attachment D.

## Ultimate Goal of Remediation Action

- ☐ Limited Portion(s) of the Property
- ☒ Entire Property

Contaminant Source Size  
(defined to appropriate Health Protective Levels):

- ☐ Currently Undetermined
- ☐ less than or equal to 0.50 acre
- ☒ greater than 0.50 acre

## Known or Anticipated VRP Project Hazards/Conditions:

- ☐ None ☐ Infectious Materials ☐ Radioactivity ☐ Confined Spaces ☐ Explosive Conditions
- ☐ Reactive Materials ☒ Known Off-Site Contamination ☐ Other: \_\_\_\_\_

Project Investigation  
Status:

- ☐ None
- ☒ Ongoing
- ☐ Complete

Project  
Remediation  
Status:

- ☐ None
- ☒ Ongoing
- ☐ Complete

## Site Tax Status

1. Are you applying for an Indiana State Tax Credit? ☐ Yes ☒ No
2. Are you submitting this application for the purpose of receiving a waiver of state taxes from the State Tax Commission? ☐ Yes ☒ No

Documents Anticipated To Be Submitted for VRP  
Review: (Please Check all that will apply)

- ☐ Phase II Investigation Work Plan
- ☒ Phase II Investigation Report
- ☒ Remediation Work Plan (VRP requirement)
- ☐ Site Specific Risk Assessment
- ☒ Remediation Completion Report (VRP requirement)

## Property Ownership

Do you own this property? ☒ Yes ☐ No (If no, answer next question)

If not, do you have legal access rights to this property from the property owner?

☐ Yes ☐ No



Constituents of Concern, Media and Cleanup Goals  
(CHECK ALL THAT MAY APPLY)

## RISC GUIDANCE

CONSTITUENTS OF CONCERN	MEDIA	Residential Default	Non-Residential Default	Nondefault	Undetermined
BTEX	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
OTHER VOCs	Surface Soils		X		
	Subsurface Soils		X		
	Groundwater		X		
	Sediments				
PAHs	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
OTHER SVOCs	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
LEAD	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
OTHER METALS	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
CYANIDE	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				

\*Continued on next page



## Constituents of Concern, Media and Cleanup Goals

(CHECK ALL THAT MAY APPLY)

(CONTINUED)

		RISC GUIDANCE			
CONSTITUENTS OF CONCERN	MEDIA	Residential Default	Non-Residential Default	Nondefault	Undetermined
PCBs	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
PESTICIDES/ HERBICIDES	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
PETROLEUM	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
OTHER	Surface Soils				
	Subsurface Soils				
	Groundwater				
	Sediments				
<b>Local Drinking Water Supply:</b> <b>Surface</b> <b>Groundwater</b> Municipal <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Private/Residential <input type="checkbox"/> <input type="checkbox"/>		<b>Local Drinking Water Supply Distance From Facility:</b> _____ 7,070 _____ Feet                                      _____ Mile(s) Is the site in a designated Wellhead Protection Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the site in a designated Sole Source Aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>Local Surface Water Bodies Near Facility: (check closest)</b> <input type="checkbox"/> Wetland(s) <input checked="" type="checkbox"/> Stream(s) <input type="checkbox"/> River(s) <input type="checkbox"/> Lake(s) <input type="checkbox"/> Pond(s)		<b>Local Surface Water Bodies Distance From Facility:</b> ___ 500 ___ Feet                                      _____ Mile(s)			
<b>On- site Water Supply and Usage:</b> <input type="checkbox"/> Well(s) - <input type="checkbox"/> Drinking <input type="checkbox"/> Production <input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal - <input type="checkbox"/> Drinking <input type="checkbox"/> Production <input checked="" type="checkbox"/> Both		<b>Site Specific Depth to Groundwater:</b> ___ ~20 ___ feet <input type="checkbox"/> Currently Unknown <b>Site Specific Principal Groundwater Flow Direction:</b> <input type="checkbox"/> Unknown <input type="checkbox"/> NW <input type="checkbox"/> N <input type="checkbox"/> NE <input type="checkbox"/> E <input checked="" type="checkbox"/> SE <input type="checkbox"/> S <input type="checkbox"/> SW <input type="checkbox"/> W			



## Chronological Summary and Conclusion

**Facility Operational History:**

The Site is located in a mixed residential/commercial and industrial area in the southwest side of Indianapolis. The Michigan Plaza consists of a single story, 'L' shaped commercial building with a number of retail and office tenants and asphalt-paved parking lots on approximately 1.5 acres of land. The Plaza currently consists of a Village Pantry (3801), a former Marion County Public Library (3805), a former Handicap Workshop (3815), a former office space (3817), Zacatecas, a Mexican grocery store (3819), and the Michigan Plaza Family Laundry (3823).

Records indicate that the land was farmland/residential prior to 1960s. The plaza building was constructed in the mid 1960s, and there have been no additions to the building after its construction. The *Phase I ESA* indicated the historical existence of a dry cleaners on-site (Accent Dry Cleaners: 3819 W. Michigan Street - Michigan Plaza) that poses a potential environmental concern for the Site due to the past use of hazardous substances (e.g. PCE) from the previous dry cleaning operations.

**Past Spill History (If no incidents have occurred, please mark here (x)):**

Though no spill incidents were identified and officially documented or reported, a release has occurred at the site. Soil and groundwater investigations revealed the presence of Tetrachloroethene (PCE) in soil and groundwater, and Tetrachloroethene (PCE), Trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE) and vinyl chloride (VC) in groundwater at the Site.



**Geologic Information:**

The regional and site-specific surface soils, geology and hydrogeology are described in the following sections. Evaluations of these has been provided previously in Sections 3.1 and 3.2 of the MUNDELL February 16, 2005 *Phase II Environmental Site Assessment* report for the Michigan Plaza, and in Section 2.1.3 of the MUNDELL May 5, 2005 *Phase II Environmental Site Assessment* report for the Michigan Meadows Apartments (based on the results of a two-dimensional electrical resistivity geophysical survey).

**Surficial and Unconsolidated Geology**

Marion County is situated within the southern part of the physiographic region known as the Tipton Till Plain, with most of the county underlain by a thick assemblage of glacial deposits located within the White River Basin. These glacial sediments, which include glacial till, randomly arranged ice contact sand and gravel, silt, lake clays, outwash sands and gravel, and alluvial materials, were deposited on a strongly dissected pre-glacial landscape formed on bedrock of highly variable resistance to erosion. The glacial drift cover in Marion County is believed to represent most of the major periods of glaciation that collectively constitute the Pleistocene Ice Age in this area of the United States. The deposits closest to the land surface are generally from the most recent period of glaciation known as the late Wisconsin age, and were formed as a result of several major ice advances into Marion County. The thickness of Wisconsinan glacial drift, which is comprised of loam till of the Trafalgar Formation and some outwash, ranges from 50 to 150 ft in the area (Fenlon et al., 1994).

The U.S. Department of Agriculture Soil Survey of Marion County, Indiana (USDA, 1991) indicates that the Site consists of Urban land-Fox complex with estimated slopes between zero and three percent. The urban land complex indicates that fifty percent of the predominant soil type has been disturbed and has been covered with an impervious layer consisting of buildings, sidewalks, streets and other structures. The undisturbed areas of the complex retain the original soil characteristics. The Fox soils are identifiable in lawns, gardens, parks and other open areas. They have a representative profile of the series, but alteration is evident in many areas where topsoil has been stripped. The Fox soil series generally consists of nearly level to moderately sloping, well-drained soils that are moderately-deep over sand and gravelly sand. The typical profile for the Fox series is as follows: the surface layer is dark brown loam 8 inches thick. The subsoil is 30 inches thick. The upper 10 inches is dark brown friable loam; the next 6 inches is dark brown, firm sandy clay loam; and the next 14 inches is dark brown, firm gravelly clay loam.

The soil stratigraphy encountered during the advancement of the Site soil borings was a fairly uniform 0.5 to 3.0 ft surficial sand and gravel (base course) and clayey fill overlying a natural, fine-grained silty clay layer (a low plasticity CL, according to the Unified Soil Classification System) near the ground surface down to a depth of about 3.5 to 8.0 feet below ground surface (bgs). This layer overlies a well-graded, gravelly sand (SW) layer that was encountered down to a depth of about 9.5 ft to 18.5 ft bgs. Beneath this well-graded layer, a poorly-graded, fine to medium sand (SP) with little to no fines was encountered down to a depth of about 11.5 feet to 19.5 feet bgs. The top of the unconfined groundwater table was encountered within this layer between about 18 to 19 ft bgs, with the exception of during a previous Geoprobe soil boring (GP-02) where a perched water table was encountered at nine (9) feet bgs. This layer overlies a well-graded, gravelly sand (SW) layer that was encountered down to a depth of about 30 ft bgs.

Two-dimensional resistivity mapping north of the Site near the Little Eagle Creek completed for the *Phase II Environmental Site Assessment* for the Michigan Meadows Apartments indicated a subsurface beneath the interpreted water table that may not consist of simple horizontal stratigraphic sequences, but rather exhibits numerous bowl-shaped "pods" suggesting possible channels or valleys in their morphology. The interpretation (see Figure 3 of the Phase II ESA report) of the depositional history of these coarse-grained (sands, gravels, cobbles) unconsolidated materials is one of a high-energy, fluvial system of braided channels proximal to a melting glacier margin. Additional detailed lithological descriptions of these areas may be obtained from previous soil boring logs.

**Bedrock Geology**

The bedrock beneath the unconsolidated deposits in Marion County consists of sedimentary rocks of Mississippian, Devonian and Silurian age. The bedrock surface slopes gently to the southwest. Therefore, younger Mississippian rocks are at the bedrock surface in the southwest corner of the county and progressively older Devonian and Silurian rocks are at the bedrock surface in the central and northeast portion of the county, respectively (Harrison, 1963; Fleming et al., 1993). Bedrock beneath the unconsolidated deposits at the Site is Mississippian and Devonian age New Albany Shale. The top of the bedrock surface is estimated to be between EL 625 to EL 650 above MSL.

North of the Site, an interpretation of the results of a two-dimensional geophysical survey completed along Little Eagle Creek (see Figure 3 of the Phase II ESA for the Michigan Meadows Apartments) indicated an interpreted bedrock ridge near the Creek with a depth to rock of about 40 ft bgs at the crest. This bedrock ridge appears to be a divide in the type of depositional environment oriented north-south in this area. West of the bedrock ridge, there appears to be more numerous, more irregularly-shaped well-graded sand deposits interspersed with clay deposits (fluvial in nature). East of the bedrock ridge, large gravel-filled channels area apparent, with the top of bedrock likely in excess of 120 ft at the deepest point of the valley.



**Hydrogeologic Information:**

The surface of Marion County consists of Pleistocene glacial deposits and recent alluvial stream deposits. While most of the glacial material in the county consists of fine-grained silts and clay, sand and gravel outwash soils are commonly found along major streams. These outwash deposits, which fill the White River Valley and its major tributaries, were deposited in a complex fashion during what is thought to have been three primary ice advances and subsequent meltwater discharges from ice margins upstream from Marion County (Fleming et al., 2000). The Wisconsin-age sediments, within the White River Valley and a variety of smaller sand and gravel and fine-grained till units are distributed in a discontinuous nature throughout the valley.

The Site itself is situated south of Little Eagle Creek within an area containing variable thickness of outwash overlying complexly interbedded sand and gravel and fine-grained glacial till. Thick unbroken sections of sand and gravel are present locally, and are typically unconfined within the upper portions of the system, and confined or semi-confined by bodies of glacial till at depth (Fleming et al., 2000). Estimated thickness of the unconfined sand and gravel outwash in the area ranges from 20 to 40 ft on top of an undifferentiated Pre-Wisconsinan glacial till (Brown and Fleming, 2000).

From local experience and published hydrogeologic data in this area (e.g., Meyer et al., 1975; Herring, 1976; Smith, 1983; Fleming et al., 2000), shallow regional groundwater levels in the vicinity are expected to range between EL 700 and EL 705 above MSL, with groundwater flow from the Site directed towards the south-southeast in the direction of flow in Little Eagle Creek. Based on the interpretation of the results of an east-west oriented two-dimensional resistivity survey completed for the *Phase II ESA* for the Michigan Meadows Apartments immediately north of the Site near the Little Eagle Creek, there are likely thick, more uniform hydraulically-transmissive sand and gravel deposits east and north of the Site. West and north of the Site, the well-graded sands appear to have been deposited in a more complex channelized, interwoven and tortuous manner, suggesting groundwater flow pathways to be more restricted and less transmissive than those to the east.

**Off-Site Migration & Pathways (if not impacted, please mark here ☐; if unknown please mark here ☐):**

The groundwater flow from the site is generally towards the south-southeast in the direction of flow in Little Eagle Creek.

The sewer lines in the vicinity have been acting as a contaminant transport mechanism to the north and east.

**Miscellaneous Environmental Information:**

☐ Previous Facility Study (please include Title, Author & Date):

See Attachment D

☐ Other (please include Title, Author, and Date):

(X) U.S. Geological Survey      (X) State Reports      ☐ Soil Conservation Service      (X) Past Voluntary Site Specific Data Collection  
(X) Regulatory Reporting      ☐ Other Governmental Agencies      ☐ Other:

Do the conditions regarding hazardous substances or petroleum, as described in this application, constitute an imminent or substantial threat to human health or the environment? If so, please explain below:      (X) No      ☐ Yes

**Section 2 - Statement of Certification**

Pursuant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRP) will be confidential until the Voluntary Remediation Agreement (VRA) is signed. At that time, the application will become public information. Any material submitted to or generated by the VRP after the issuance of the VRA will also be considered IDEM public record.



I, Stephen Evanoff, do hereby attest and certify that the information included herein is, to the best  
(Print or Type Name of Applicant)  
of my knowledge and belief, accurate and complete.

STEPHEN EVANOFF  
Signature of Applicant

12.14.06  
Date

**Attachment Information:**

This application **will not** be considered complete, and may be rejected, unless the following Attachments are included:

Attachment A: Please attach a *detailed* site map illustrating identified area(s) targeted for VRP efforts. For an explanation of a detailed site map, please see Attachment A instructions.

Attachment B: Provide a clean copy (without company headers, footers, or watermarks) of the legal description of the entire facility. If a portion of the facility is slated for remediation, then the area must be identified on an appropriate site map(s) and that area's legal description will have to be provided in either written or digital format (please include the facility street address, township, range, section, direction lines, distances, etc...). A professional survey or GPS collected UTM coordinates of the area can also be provided as supplemental information, or if currently not available, program participants must supply it in the Completion Report at the end of the project. This information will be reflected in the Certificate of Completion and Covenant Not to Sue.

Attachment C: Please check Application Form Instructions and provide the pertinent Facility Universal Transverse Mercator (UTM) coordinates information and include as Attachment C.

Attachment D: Additional pages from Section 3 (if applicable).



## Section 3- Application Attachment Pa

## CO-APPLICANT ATTACHMENT

Pursuant to Indiana Code 13-25-5-2, this application to the Voluntary Remediation Program (VRP) will receive confidential treatment up until the Voluntary Remediation Agreement (VRA) is signed. Neither this application nor any information which comes from this application will be made available to the public until the VRA is signed. However, any material submitted to or generated by the VRP after the VRA is signed will be considered IDEM public record.

## Section 1 - VRP Facility Declarations

Voluntary Remediation Applicant  
(Name to appear on the Covenant Not To Sue)

Applicant=s Billing Contact  
(If Same As Applicant, Please Mark Here ( ) )

Applicant Name:		Owner Name:	
Mailing Address:		Mailing Address:	
City, State, Zip:		City, State, Zip:	
Phone & Fax:		Phone & Fax:	
E-Mail:		E-Mail:	

VRP Project Name and Location

Applicant=s Technical Contact  
(All Correspondence Will Be Sent to Person Identified)

Facility Name:		Company:	
Mailing Address:		Contact Person:	
City:		Mailing Address:	
Zip Code:		City, State, Zip:	
County:		Phone & Fax:	
EPA ID Number:		E-Mail:	

Pursuant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRP) will be confidential until the Voluntary Remediation Agreement (VRA) is signed. At that time, the application will become public information. Any material submitted to or generated by the VRP after the issuance of the VRA will also be considered IDEM public record.

I, \_\_\_\_\_, do hereby attest and certify that the information included herein is, to the best  
(Print or Type Name of Applicant)  
of my knowledge and belief, accurate and complete.

Signature of Applicant

Date



**VOLUNTARY REMEDIATION PROGRAM**

1. Does this site currently have any other VRP applications submitted/approved for this same site?

☐ Yes

☒ No

If yes, VRP Project Number(s) \_\_\_\_\_

VRP Project Manager(s): \_\_\_\_\_

2. Was this site the subject of a VRP project at anytime in the past? ☒ Yes ☐ No

If yes, VRP Project Number(s) Former Allison Gas Turbine Division Plant 10 Genuine Part Site,  
IDEM VRP#\_6991004 \_\_\_\_\_

VRP Project Manager(s): \_\_\_\_\_ Bill Weiringa \_\_\_\_\_

3. Please provide details below explaining why another application for this same site is/was necessary.

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(NOT APPLICABLE)**BROWNFIELDS PROGRAM**

1. Is this site currently in IDEM=s Brownfields Program? ☐ Yes ☒ No
2. Has this site previously been in IDEM=s Brownfields Program ☐ Yes ☒ No
3. Is this Brownfields site to be addressed in the VRP? ☐ Yes ☐ No
4. If this site is to be addressed in the VRP, has the Brownfields Project Manager been notified in writing?  
☐ Yes (if yes, please attach copy of the letter) ☐ No
5. Is this site going to make use of Brownfields money (grants, loans, assessment money, etc.)? ☐ Yes ☐ No
6. What is the Brownfield Project Number (if applicable)? \_\_\_\_\_
7. Who is the IDEM contact person and their phone number?

IDEM Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

8. Please provide summary of the Brownfields issues below. (If applicable)

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(NOT APPLICABLE)RCRA / CORRECTIVE ACTION

1. Are you interested in addressing RCRA Corrective Action Requirements for this source area through this VRP Project? ☐ Yes ☒ No

2. Has the RCRA Corrective Action Project Manager been notified in writing that a VRP application has been submitted to address this contamination? ☐ Yes ☐ No

3. What is the facility EPA ID number \_\_\_\_\_

4. What is the date of Notification of Hazardous Waste Activity? \_\_\_\_\_

5. Have you submitted a RCRA Part A application for Interim Status? ☐ Yes ☐ No

If Yes, date: \_\_\_\_\_

6. Have you lost Interim Status or gone through an EPA Policy 121 closure for Mistaken and Protective Filings? ☐ Yes ☐ No

If Yes, please attach a copy of the letter.

7. Does this facility have a RCRA Part B Operating Permit? ☐ Yes ☐ No

If Yes, date issued: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

8. Have any permitted units undergone closure? ☐ Yes ☐ No

Were those units cleaned closed? ☐ Yes ☐ No

Were any land-based units closed in place? ☐ Yes ☐ No

If Yes, check all boxes that are applicable:

☐ Lined (describe type of liner-\_\_\_\_\_)

☐ Unlined

☐ Capped (describe type of cap-\_\_\_\_\_)

☐ Not Capped

9. Is this facility currently under any enforcement action, Agreed Order, Commissioner's Order, or any other type of required action by any government agency? ☐ Yes (if Yes, describe below) ☐ No

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(NOT APPLICABLE)

**EMERGENCY RESPONSE / REMEDIAL RESPONSE PROGRAM**

1. Has this spill / release been reported to IDEM? ☐ Yes ☒ No

If yes, what is the Spill Incident Number(s): \_\_\_\_\_

IDEM contact person(s): \_\_\_\_\_

Contact=s phone number: \_\_\_\_\_

2. Is this spill / release to be addressed in the VRP? ☒ Yes ☐ No
3. Has the IDEM contact person been notified in writing that this spill / release will be addressed in the VRP?  
☒ Yes (if yes, please attach copy of the letter) ☐ No

4. If this spill / release is to be addressed in the VRP, please provide a summary of the spill / release below.

State Cleanup Incident No. 0000198

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(NOT APPLICABLE)

**LEAKING UNDERGROUND STORAGE TANKS (LUST) & UNDERGROUND STORAGE TANKS (UST)**1. Is the UST(s) the source of the contamination to be addressed as part of the VRP? ☐ Yes ☐ No2. Did / Does the UST contain petroleum products? ☐ Yes ☐ No3. Is the UST regulated? ☐ Yes ☐ No4. Has the regulated UST been registered with IDEM? ☐ Yes ☐ No ☐ N/A

If yes, indicate the UST Facility I.D. Number: \_\_\_\_\_

5. Has a UST petroleum release ever been reported to IDEM? ☐ Yes ☐ No ☐ N/A

If yes, indicate the LUST Incident Number: \_\_\_\_\_

6. Has the LUST section been notified in writing that you are applying to the VRP?

☐ Yes (if yes, please attach copy of the letter) ☐ No

7. Do you intend to apply for Excess Liability Trust Fund (ELTF) reimbursement with respect to this cleanup?

☐ Yes ☐ No ☐ N/A

8. If you have already applied for ELTF reimbursement, indicate ELTF number. \_\_\_\_\_

9. Please provide a summary of the site issues to be addressed below:

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**STATE CLEANUP SECTION**

1. Is this site under an Agreed Order or Commissioner Order with IDEM? ☒ Yes ☐ No
2. What is the State Cleanup Project I.D. Number? 0000198
3. Is this State Cleanup site to be addressed in the VRP? ☒ Yes ☐ No
4. If this site is to be addressed in the VRP, has the State Cleanup Project Manager been notified in writing?  
☒ Yes (if yes, please attach copy of the letter) ☐ No
5. Who is the State Cleanup Project Manager and what is their phone number?
- Project Manager: Mr. Jerry O'Callaghan
- Phone Number: 317-233-1522
6. Provide a summary of the site issues below.

A release of chlorinated organic chemicals is likely to have occurred, most probably as a result of leakage from subsurface sewer lines coming from the dry cleaner's space. The only evidence has been soil and groundwater impacts.

Source areas and the extent of contamination have been delineated in the Further Site Characterization. The remediation of the source areas is currently being designed and will be presented to IDEM in the Phase II Investigation Report and the Remediation Work Plan. The impacted subsurface soil and groundwater will be treated with the remediation system currently being designed. There have been indoor air issues due to vapor intrusion which have been successfully mitigated by installation of sub slab depressurization systems.

Additional work has been proposed to address State Cleanup Section's concerns.

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**OFFICE OF ENFORCEMENT (OE)**

1. Is the site / facility that is subject to enforcement to be addressed in the VRP?

☐ Yes

☒ No (if No, skip all other questions on this page)

2. Is the site under any of the following types of enforcement:

**Formal****Informal**

☐ Notice of Violation

☐ Violation Letter

☐ Agreed Order

☐ Commissioner=s Order

3. What is the Case Number(s)? \_\_\_\_\_

4. Who is the OE contact person and what is their phone number?

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

5. If this enforcement site is to be addressed in the VRP, has the OE contact person been notified in writing?

☐ Yes (if yes, please attach copy of the letter)

☐ No

6. Provide a summary of the site issues to be addressed below.

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(NOT APPLICABLE)

OFFICE OF SOLID WASTE (LANDFILLS)

1. Is this a solid waste landfill Site? ☐ Yes ☐ No (If No, skip to question #7)
2. Is this landfill active? ☐ Yes ☐ No  
If Yes, what year did the landfill begin accepting waste? \_\_\_\_\_
3. Is this landfill inactive? ☐ Yes ☐ No  
If Yes, what year did the landfill begin accepting waste? \_\_\_\_\_  
If Yes, what year did the landfill cease accepting waste? \_\_\_\_\_
4. Is the landfill lined? ☐ Yes ☐ No  
If Yes, what type of liner does it have? \_\_\_\_\_
5. Is the landfill capped? ☐ Yes ☐ No  
If Yes, what material(s) is the cap constructed of? \_\_\_\_\_
6. Were hazardous or petroleum constituents placed into the landfill at any time? ☐ Yes ☐ No
7. What type of solid waste site is it and what does it contain? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Is this a solid waste permitted facility? ☐ Yes (If Yes, provide following information) ☐ No  
What is the facility ID #: \_\_\_\_\_  
Permit Type: \_\_\_\_\_  
Permit #: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Date it expires: \_\_\_\_\_  
IDEM Solid Waste Contact (Name and Phone #) \_\_\_\_\_
9. Is this facility being required to conduct a cleanup by or under an enforcement action with any government agency? ☐ Yes ☐ No  
If Yes, provide details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Has the solid waste contact person been notified in writing that a VRP application for this facility has been submitted?



☐ Yes (If yes, attach a copy of this letter)

☐ No

**SITE INVESTIGATIONS (SI)**

1. Is this site currently in IDEM's Site Investigation Program? ☐ Yes ☒ No
1. Has this site previously been in IDEM's Site Investigation Program? ☐ Yes ☒ No
3. Is this Site Investigation issue to be addressed in VRP? ☐ Yes ☐ No
4. If this site is to be addressed in the VRP, has the Site Investigation Project Manager been notified in writing? ☐ Yes (if yes, please attach copy of the letter) ☐ No
5. What is the EPA ID Number for this site (if applicable)? \_\_\_\_\_
6. What is the name and address of this site?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Who is the IDEM contact person and their phone number?

IDEM Contact: \_\_\_\_\_

IDEM Number: \_\_\_\_\_

8. Please provide summary of the Site Investigation issues below. (If applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# IDEM Customer Data Form

IDEM use only  
Program Code

## Instructions:

In order to process your Voluntary Remediation Agreement (VRA), you must provide the information requested below and include this form with your VRA packet.

**"Bill To"** : Indicate the specific person IDEM is to send payment requests to and will serve as the billing contact.

**"Remit From"** : Indicate who the payment is going to come from as IDEM recognizes payment may come from a person or entity other than who the bill was sent to.

~ PLEASE PRINT LEGIBLY ~

Thank you

### "BILL TO" Information

### "REMIT FROM" Information

<b>COMPANY NAME:</b>	AIMCO Michigan Meadows Holdings LLC	<b>COMPANY NAME:</b>	AIMCO Michigan Meadows Holdings LLC
<b>FEDERAL TAX I.D. #</b> EIN (Preferred) or SSN		<b>FEDERAL TAX I.D. #</b> EIN (Preferred) or SSN	
<b>ADDRESS:</b> (line 1)	4582 South Ulster Street Pkwy, Suite 1100	<b>ADDRESS:</b> (line 1)	4582 South Ulster Street Pkwy, Suite 1100
(line 2)		(line 2)	
(line 3)		(line 3)	
<b>CITY:</b>	Denver	<b>CITY:</b>	Denver
<b>STATE:</b>	CO	<b>STATE:</b>	CO
<b>ZIP:</b>	8 0 2 3 7	<b>ZIP:</b>	8 0 2 3 7
<b>CORRESPONDENT'S NAME:</b>	Stephen Evanoff	<b>CORRESPONDENT'S NAME:</b>	Stephen Evanoff
<b>PHONE#</b>	3 0 3 - 6 9 1 - 4 5 6 0	<b>PHONE#</b>	3 0 3 - 6 9 1 - 4 5 6 0
(area code)		(area code)	
<b>FAX#</b>	7 2 0 - 2 0 0 - 6 8 8 0	<b>FAX#</b>	7 2 0 - 2 0 0 - 6 8 8 0
(area code)		(area code)	

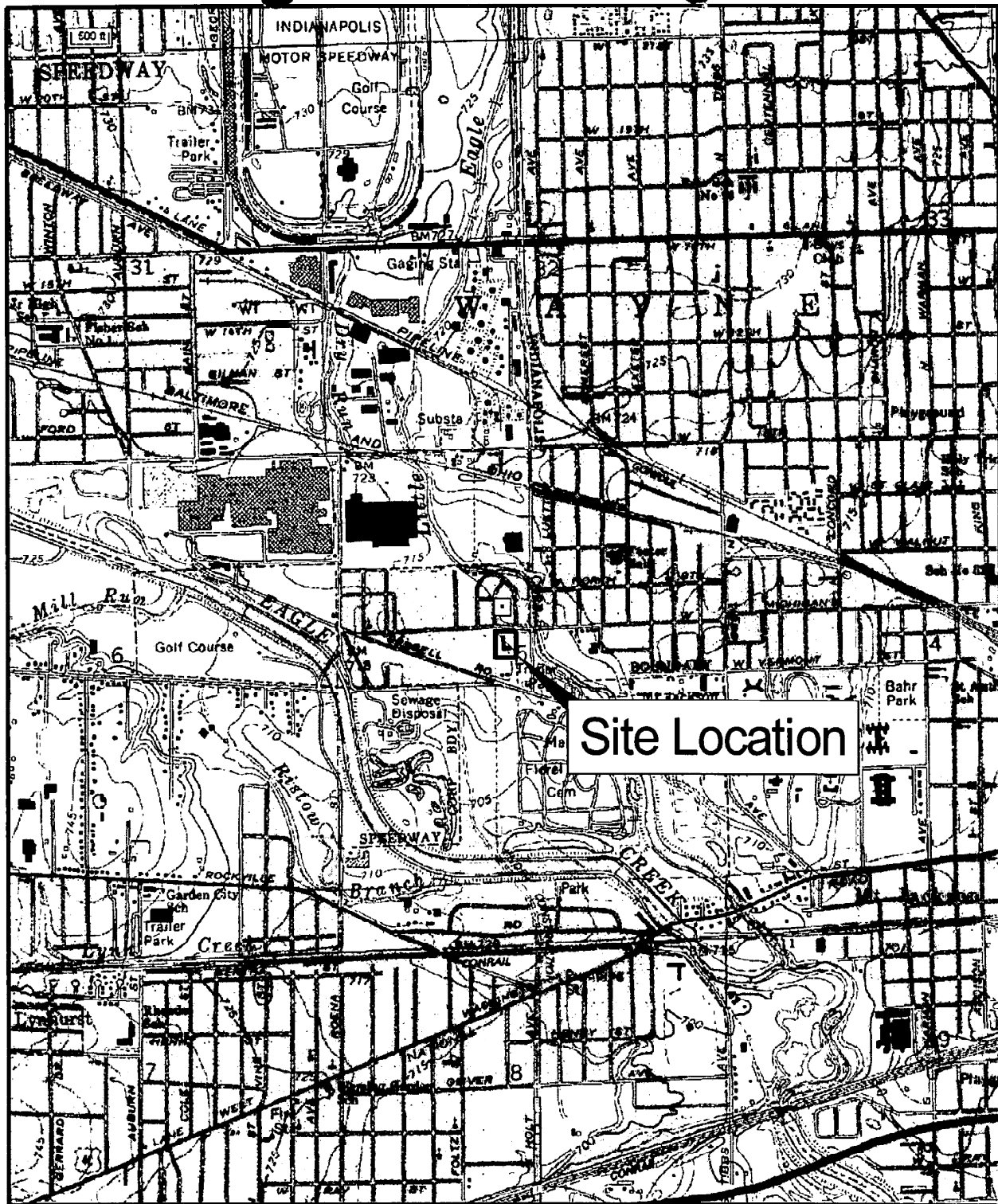


## ATTACHMENT A

### VRP PROJECT MAPS

- Figure 1. Site Vicinity
- Figure 2A. Site Plan/Map (Plaza)
- Figure 2B. Site Plan/Map ( Michigan Apartments & Michigan Plaza)
- Figure 3. Potentiometric Surface Map
- Figure 4. Soil Analytical Results
- Figure 5. Groundwater Analytical Results
- Figure 6. PCE Plume Map
- Figure 7A. cis-1,2-DCE (shallow) Plume Map
- Figure 7B. cis-1,2-DCE (deep) Plume Map
- Figure 8A. Vinyl Chloride (shallow) Plume Map
- Figure 8B. Vinyl Chloride (deep) Plume Map





Source: Maywood, Indiana Quadrangle  
USGS 7.5 Minutes Series (Topographic)  
1986

0 1,000 2,000  
Scale in Feet



## MUNDELL & ASSOCIATES, INC.

*Consulting Professionals for the Earth & Environment*

429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number:  
M01046  
Drawing File:  
Site Vicinity.skd  
Date Prepared:  
5/15/03  
Scale:  
1"= 2,000 Feet

### SITE VICINTY

Michigan Plaza  
Further Site Characterization  
3801-3823 West Michigan Avenue  
Indianapolis, Indiana

FIGURE

1



Michigan Meadows  
Apartments

0 30 60  
 Scale: 1 inch = 60 feet

Residential Area

**LEGEND**

GP-07

MUNDELL Soil Boring Locations (September 2005)

MMW-P-02

MUNDELL Monitoring Well Locations (September 2005)

MGW-5

MMW-P-01

Michigan  
Plaza

GP-06

MMW-P-06



MMW-P-02

MMW-P-03S

MMW-P-04

MMW-P-03D

Residential Area

GP-08

MICHIGAN STREET

Little Eagle Creek

## Floral Park Cemetery Property

REV	DATE	DESCRIPTION	BY	APPR	PROJECT NO.	MUTDAB	FILE NO.	FR26 SKF
					DRAWING	1"=60'	PLAT SIZE:	B
					MODIFIED BY:	LL DATE:	11/02/05	
					CHECKED BY:	JAM DATE:	11/02/05	
					APPROVED BY:	JAM DATE:	11/02/05	
Printed: 12/10/2006 2:40 PM								

**MUNDELL & ASSOCIATES, INC.**

Consulting Professionals for the Earth and the Environment

439 East Vermont Street, Suite 200  
 Indianapolis, Indiana 46202-5658  
 317-630-9660, Fax 317-630-9665

FIGURE	2A
<b>SITE PLAN</b> <b>MICHIGAN PLAZA</b> <b>Further Site Characterization</b> 3801-3823 West Michigan Street Indianapolis, Indiana	



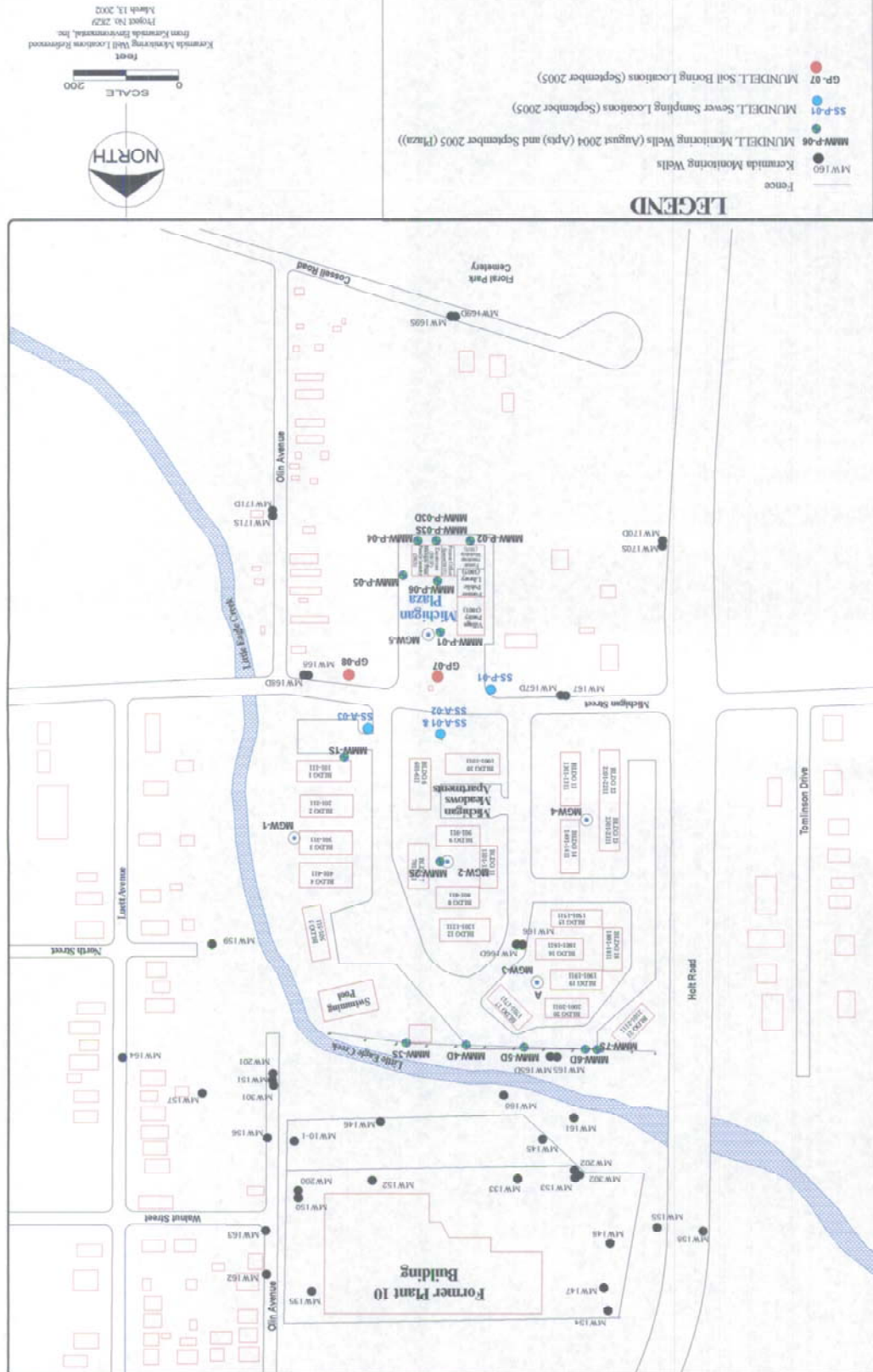
# MUNDELL & ASSOCIATES, INC.

Consulting Professionals for the Earth & Environment  
429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number:  
MD1046  
Drawing File:  
Base Map SKP  
Date Prepared:  
11/03/05  
Scale:  
1"=200'

**SITE PLAN**  
**Further Site Characterization**  
**Michigan Apartments and Plaza**  
3800-3823 West Michigan Avenue  
Indianapolis, Indiana

FIGURE  
**2B**





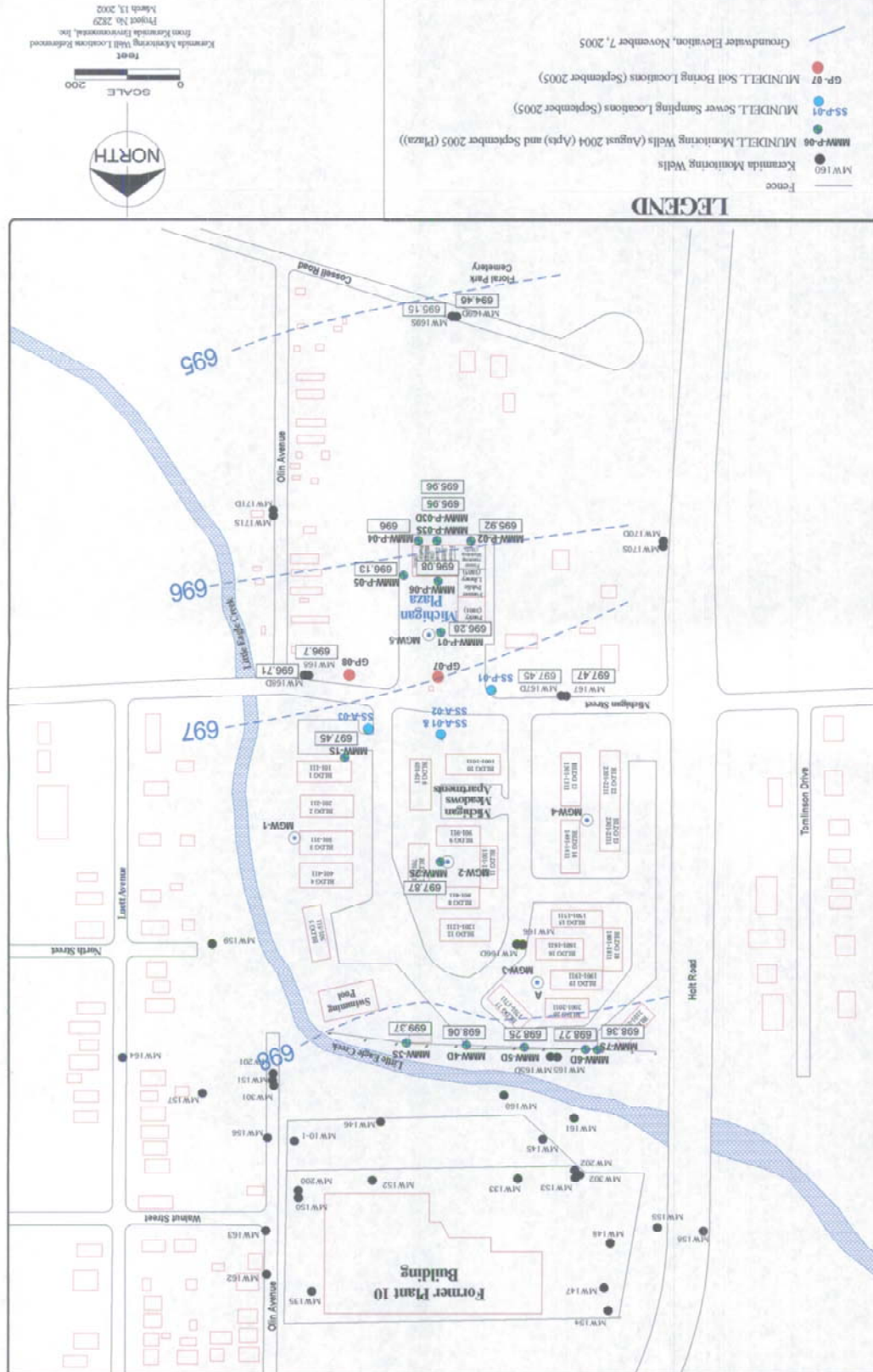
# MUNDELL & ASSOCIATES, INC.

429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

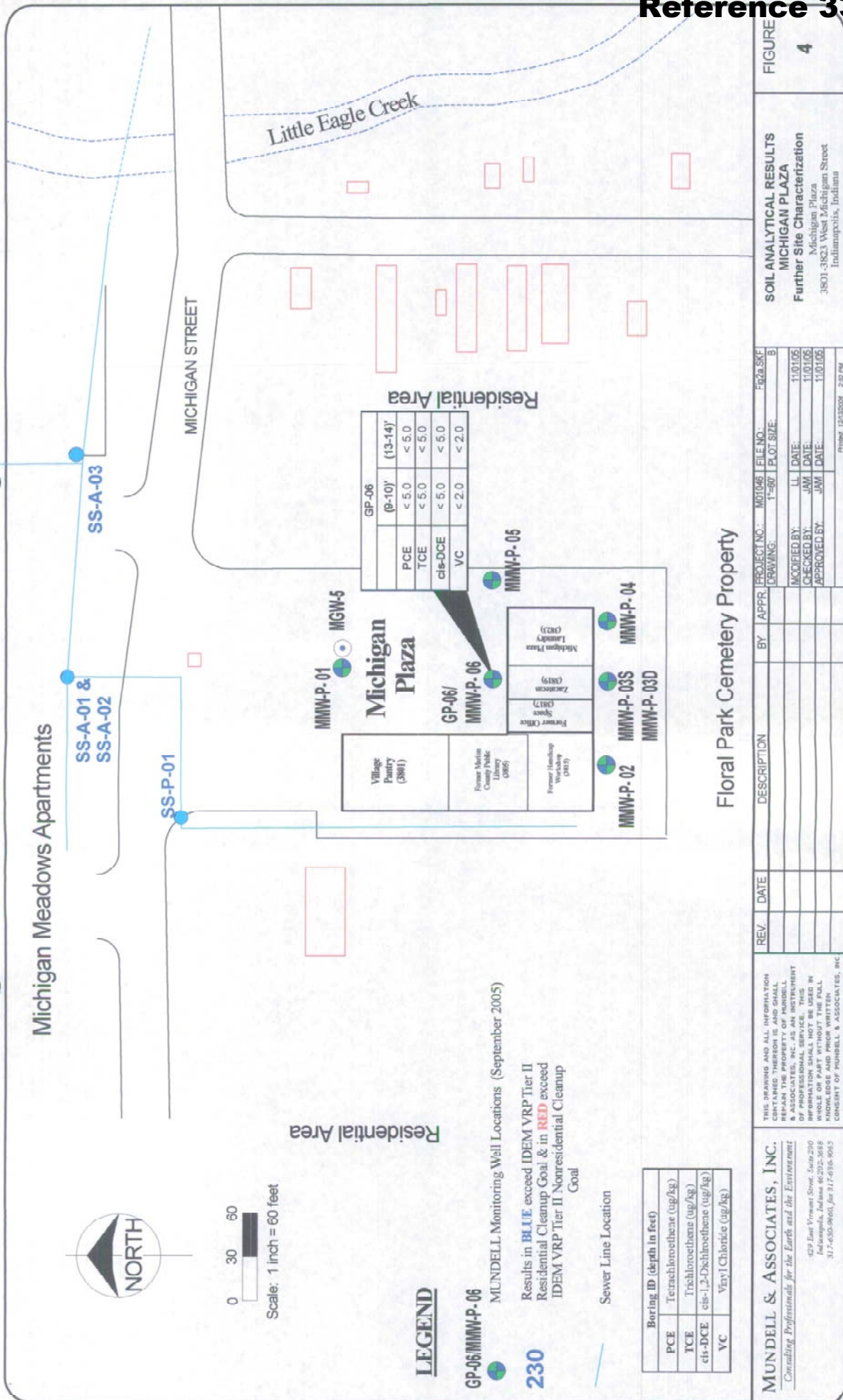
Project Number:  
MND1046  
Drawing File:  
Base Map: SKP  
Date Prepared:  
11/03/05  
Scale:  
1"=200'

POTENTIOMETRIC SURFACE MAP  
November 7, 2005  
Further Site Characterization  
Michigan Apartments and Plaza  
3800-3823 West Michigan Avenue  
Indianapolis, Indiana

FIGURE  
3









# MUNDELL & ASSOCIATES, INC.

Consulting Professionals for the Earth & Environment  
 429 East Vermont Street, Suite 200  
 Indianapolis, Indiana 46202-3688  
 317-630-9060, fax 317-630-9065

Project Number: M01046  
 Drawing Title: Base Map SKP  
 Date Prepared: 11/03/05  
 Scale: 1"=200'

GROUNDWATER ANALYTICAL RESULTS  
 Further Site Characterization  
 Michigan Plaza  
 3801-3823 West Michigan Avenue  
 Indianapolis, Indiana

FIGURE 5





# MUNDELL & ASSOCIATES, INC.

429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number:  
MND1046  
Drawing Title:  
Base Map: SKP  
Date Prepared:  
12/30/05  
Scale:  
1"=200'

HORIZONTAL EXTENT OF PCE IMPACTS TO  
GROUNDWATER (DEEP & SHALLOW SYSTEM)  
Further Site Characterization  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana

FIGURE 6





# MUNDELL & ASSOCIATES, INC.

Consulting Professionals for the Earth & Environment

429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number: MD01046  
Drawing File: Base Map, SKP  
Date Prepared: 11/03/05  
Scale: 1"=200' ±

HORIZONTAL EXTENT OF 1,2-DCE IMPACTS  
TO GROUNDWATER (SHALLOW SYSTEM)  
Further Site Characterization  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana

FIGURE 7A





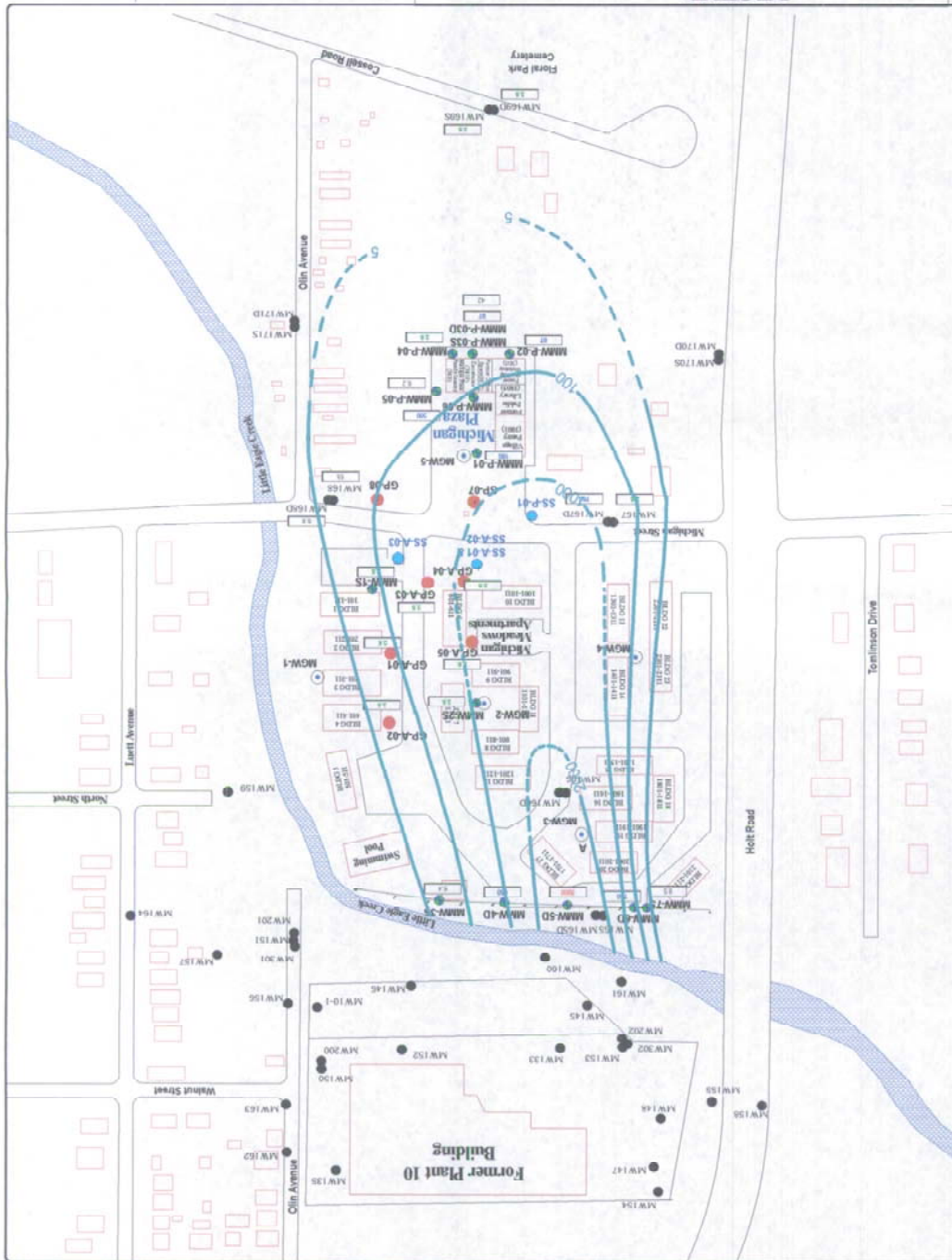
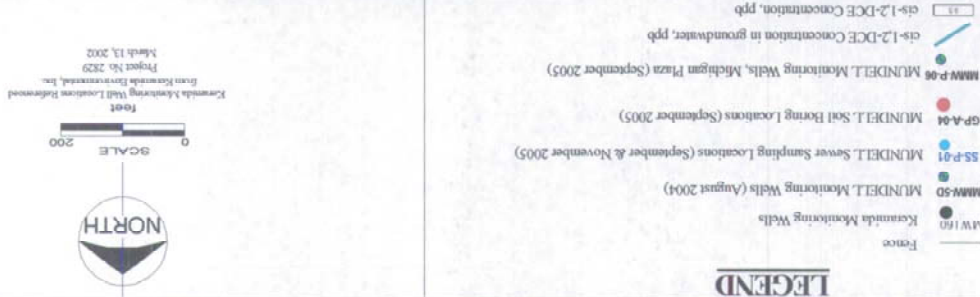
# MUNDELL & ASSOCIATES, INC.

Consulting Professionals for the Earth & Environment  
429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number: M01046  
Drawing Title: Base Map SKP  
Date Prepared: 11/03/05  
Scale: 1"=200'

HORIZONTAL EXTENT OF cis-1,2-DCE IMPACTS  
TO GROUNDWATER (DEEP SYSTEM)  
Further Site Characterization  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana

FIGURE 7B







### HORIZONTAL EXTENT OF IMPACTS

Further Site Characterization  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana

MUNDELL & ASSOCIATES, INC.

---

*Consulting Professionals for the Earth & Environment*

429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number:	M01046
Drawing File:	Base Map.SKF
Date Prepared:	12/30/05
Scale:	1"=200'



Kennards Advertising Mail Location: Referenced  
 from Kennards Environmental, Inc.  
 Project No. 2829  
 March 13, 2002











**MUNDELL & ASSOCIATES, INC.**  
*Consulting Professionals for the Earth & Environment*

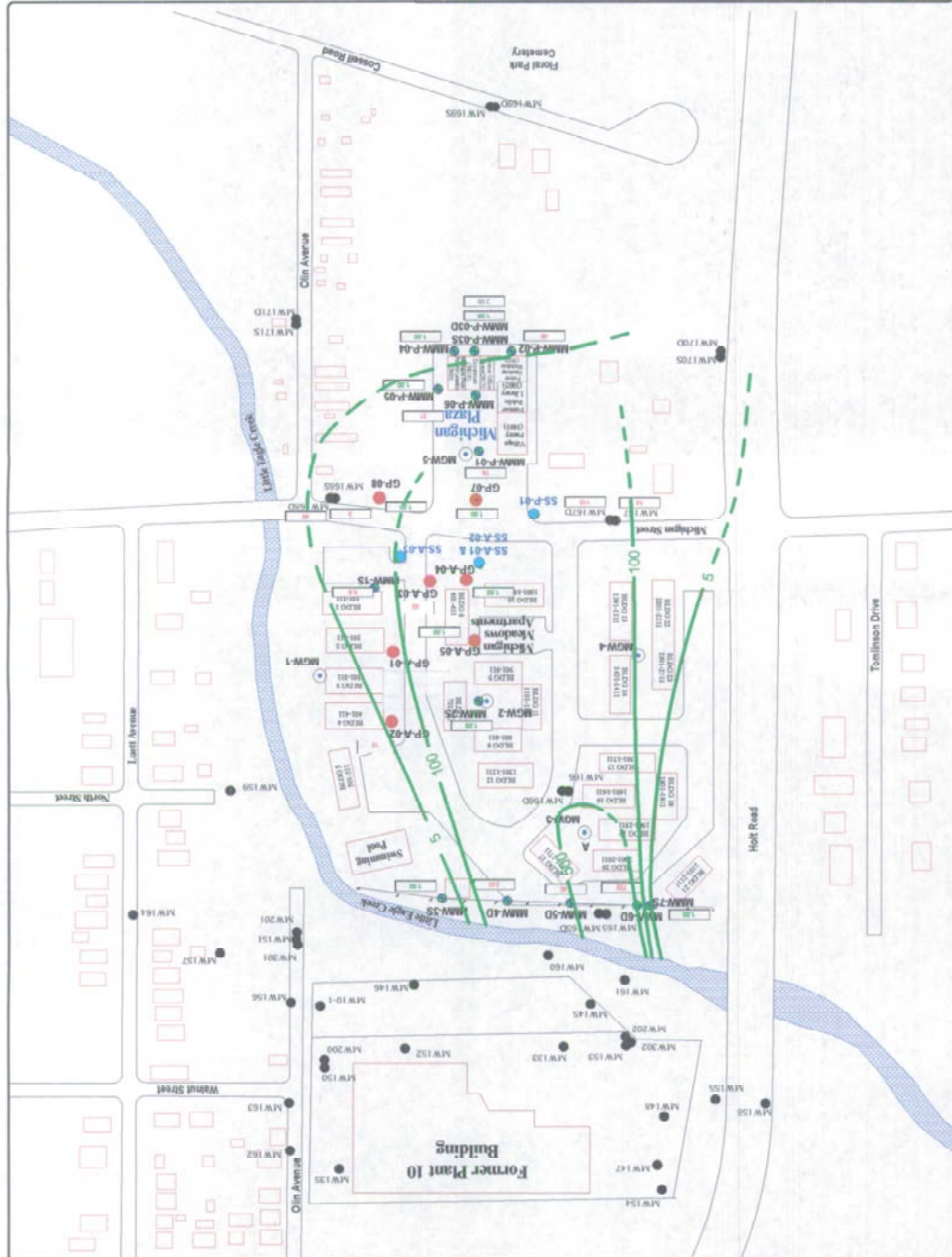
429 East Vermont Street, Suite 200  
Indianapolis, Indiana 46202-3688  
317-630-9060, fax 317-630-9065

Project Number:	MD1046
Drawing File:	Base Map, SKP
Date Prepared:	12/30/05
Scale:	1"=200'

HORIZONTAL EXTENT OF VC IMPACTS  
TO GROUNDWATER (DEEP SYSTEM)  
Further Site Characterization  
Michigan Plaza  
3801-3823 West Michigan Street  
Indianapolis, Indiana

## LEGEND

-  Vinyt Chloride Concentration, ppb  
 Vinyt Chloride Concentration in groundwater, ppb  
 MUNDL Monitoring Wells, Michigan Plaza (September 2005)  
 MUNDL Soil Boring Locations (September 2005)  
 MUNDL Sewer Sampling Locations (September & November 2005)  
 MUNDL Monitoring Wells (August 2004)  
 Kennis Monitoring Wells  
 Fence





**ATTACHMENT B**

**Legal Description**



## MICHIGAN MEADOWS APARTMENTS

A part of the South half of the Northwest quarter of Section 5, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

(Assumed bearing) on and along the east line of said half quarter section; thence South 01 degree 53 minutes 21 seconds West as established by previous deeds, said point being North 01 degree 53 minutes 21 seconds East 735.11 feet from the south-east corner of the Northwest quarter of said section; thence North 90 degrees 00 minutes 00 seconds West 416.71 feet to the Indianapolis Department of Transportation (I.D.O.T.) right-of-way as per project S.T. 23-001 "A" and recorded in Instrument No. 73-9410; thence North 02 degrees 07 minutes 40 seconds East with the right-of-way of Project S.T. 23-001 "A" 30.02 feet; thence North 84 degrees 21 minutes 42 seconds West 100.50 feet; thence South 89 degrees 55 minutes 40 seconds West 180.00 feet leaving the I.D.O.T. right-of-way per Instrument No. 73-9410 and continuing on I.D.O.T. right-of-way per Instrument No. 73-9408; thence North 50 degrees 23 minutes 09 seconds West 73.70 feet; thence North 02 degrees 07 minutes 40 seconds West 253.04 feet; thence North 03 degrees 16 minutes 25 seconds East 197.87 feet leaving I.D.O.T. right-of-way per Instrument No. 73-9408 and continuing on I.D.O.T. right-of-way per Instrument No. 73-9410; thence North 02 degrees 07 minutes 40 seconds East 40.00 feet; thence North 04 degrees 59 minutes 25 seconds East 120.15 feet; thence North 02 degrees 41 minutes 34 seconds East 44.72 feet; thence North 05 degrees 13 minutes 43 seconds West 78.61 feet to the North line of said half quarter section; thence South 89 degrees 51 minutes 57 seconds East leaving said I.D.O.T. right-of-way and on and along the North line of said half quarter section 734.48 feet to the point of beginning, containing 13.69 acres, more or less, and subject to all legal highways, rights-of-way and easements of record, including but not limited to the following: (1) Perpetual Easement for the construction, operation and maintenance of a sewer granted to the City of Indianapolis, by instrument dated June 13, 1977 and recorded June 14, 1977 as Instrument #77-35479, over the following described land: A part of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East, Marion County, Indiana, described as follows: Commencing at the Northeast corner of said half quarter section; thence westerly 754.38 feet along the North line of said half-quarter section to a point being the corner between Lot #1 and #2 of Zedock Tomlinson's Estate Subdivision; thence South 0 degrees 29 minutes 20 seconds East 475.10 feet along the line between lot #1 and Lot #2 to the Northwest corner of the owner's land; thence South 0 degrees 29 minutes 20 seconds East 253.04 feet along the west line of the owner's land; thence South 53 degrees 10 minutes 09 seconds East 18.66 feet to the point of beginning; thence North 87 degrees 18 minutes 40 seconds East 122.80 feet; thence South 0 degrees 29 minutes 20 seconds East 35.05 feet; thence South 87 degrees 18 minutes 40 seconds West 79.00 feet; thence North 53 degrees 10 minutes 09 seconds East 55.04 feet to the point of beginning. (2) Terms and provisions of an Agreement for Construction of Sanitary Sewers Under Private Contract dated February 1, 1965 and recorded March 5, 1965 as Instrument #65-10299. (3) Terms and provisions of a Sewer Service Agreement dated February 1, 1965 and recorded March 5, 1965 as Instrument #55-10300. (4) Terms and provisions of an Agreement for Construction of Sanitary Sewers Under Private Contract dated April 15, 1965 and recorded May 4, 1965 as Instrument #65-20404. (5) Terms and provisions of a power line easement 100 feet in width as described in Instrument #44555. The above described land is the same as or lies entirely within the recorded descriptions and exceptions as follows: Tract 1 Instrument #71-53047, Tract 2 Instr. #64-29459, Tract 3 Instr. #65-26756 and exceptions Instr. #73-9410, #73-9408, this new description was written to void discrepancies along adjoining property lines between property lines between Tracts 1 and 2.

JOHN L. COX & AFEROCINA COX  
BOOK 1882 PAGE 133

RIGHT OF WAY  
PHOTODUPLICATION  
INSTRUMENT NO. 73-9410



Certified to: Paul D. Somers, Marsh Supermarkets, Inc.  
 Gary Stanley, Regency Windsor Management  
 Simmons and Associates

The attached drawing represents a survey of real estate described as follows:

Part of Lot 8 in the Zadock Tomlinson Estate Partition of the South half of the Northwest 1/4 of Section 5, Township 15 North of Range 3 East, described as follows:

Beginning in the center of Michigan Street at a point 736-88/100 feet North of the South line and 353-82/100 feet West of the East line of said quarter Section, and said Lot 8 and running East with the center line of said Michigan Street 117-94/100 feet, thence South 368-16/100 feet to a point 236-78/100 feet West of the East line of said Lot 8, thence West 118-39/100 feet to a point 368-44/100 feet North of the South line of said Lot 8; thence North 368-44/100 feet to the beginning, containing one acre, more or less.

A parcel of ground in the south half of the northwest quarter of Section 5, in Township 15 North, of Range 3 East, in Marion County, Indiana, same being a portion of Lot 8 in the Subdivision of the said half quarter section aforesaid made by Commissioners in the partition of the Estate of Zadock Tomlinson, deceased, the plat of which is recorded in Land Record 22 at page 147, in the office of the Recorder of Marion County, Indiana, such portion of said Lot 8 being more particularly described as follows, to-wit:

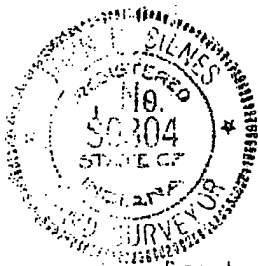
Beginning at a point in the center line of Michigan Street, a distance of 353.83 feet west and 737.88 feet north of the southeast corner of the northwest quarter of said Section 5; thence west in and along the center of Michigan Street, a distance of 64.88 feet to a point; thence south parallel to the east line, a distance of 368.58 feet to a point; thence east parallel to the north line a distance of 65.78 feet to a point; thence north parallel to the east line a distance of 368.44 feet to the place of beginning, containing in all 0.55 acres, more or less.

Corners were established and improvements were located as shown hereon.

Certified this 12th day of January, 1985  
 Site Line, Inc.

*John H. Silnes*

John H. Silnes Reg. L.S. #50304 State of Indiana



Benchmark-USC & GSN-50 Top of rivet head embedded  
 in concrete at the East end of the North  
 handrail of the Michigan Street bridge over  
 Little Eagle Creek. Elevation 712.22





**ATTACHMENT C**

**UTM Co-ordinates**





## **The EDR Radius Map with GeoCheck<sup>®</sup>**

**Michigan Plaza Shopping Center  
3800/3801-3823 W Michigan St  
Indianapolis, IN 46222**

**Inquiry Number: 01073238.4r**

**October 29, 2003**

## ***The Source For Environmental Risk Management Data***

**3530 Post Road  
Southport, Connecticut 06890**

### **Nationwide Customer Service**

**Telephone: 1-800-352-0050  
Fax: 1-800-231-6802  
Internet: [www.edrnet.com](http://www.edrnet.com)**



## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. Search distances are per ASTM standard or custom distances requested by the user.

### TARGET PROPERTY INFORMATION

#### ADDRESS

3800/3801-3823 W MICHIGAN ST  
INDIANAPOLIS, IN 46222

#### COORDINATES

Latitude (North): 39.773580 - 39° 46' 24.9"  
Longitude (West): 86.226390 - 86° 13' 35.0"  
Universal Transverse Mercator: Zone 16  
UTM X (Meters): 566254.8  
UTM Y (Meters): 4402704.0  
Elevation: 715 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

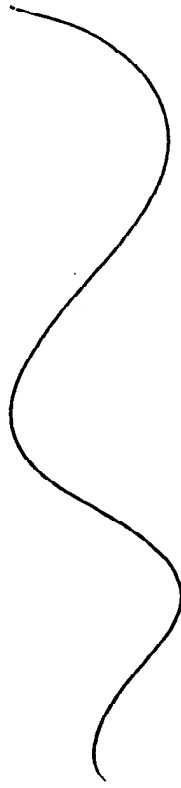
Target Property: 2439086-G2 INDIANAPOLIS WEST, IN  
Source: USGS 7.5 min quad index

### TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following government records. For more information on this property see page 6 of the attached EDR Radius Map report:

<u>Site</u>	<u>Database(s)</u>	<u>EPA ID</u>
COCA COLA BOTTLING 3800 W MICHIGAN INDIANAPOLIS, IN 0	LUST UST	N/A
3800 WEST MICHIGAN STREET 3800 WEST MICHIGAN STREET INDIANAPOLIS, IN 0	IN Spills	N/A
ACCENT CLEANERS 3819 W MICHIGAN ST INDIANAPOLIS, IN 46222	RCRIS-SQG FINDS	IND133360693
MICHIGAN APARTMENTS 3800 W MICHIGAN ST INDIANAPOLIS, IN 46222	FINDS	110012129678





## **ATTACHMENT D**

### **Bibliography**



## Bibliography

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Engineering-Science, Inc., April 21, 1993, *Phase I Information Review Report* for General Motors Corporation Allison Gas Turbine Division Plant 10.

Engineering-Science, Inc., June 1993, *Soil Gas Data AGT Site*, June 1993.

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O'Brien & Gere Engineers, Inc., May 1994, *Buyer Environmental Assessment*, Allison Engine Company, Inc.

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